

MEMORANDUM OF UNDERSTANDING

BLUE COLLAR UNIT
JULY 1, 2022 - JUNE 30, 2027

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
AND
LOCAL 721, SEIU, CTW, CLC

FOR JOINT SUBMISSION
TO DISTRICT'S COLLECTIVE COMMITTEE

This Memorandum of Understanding made and entered into
this 8th day of June 2022

By and between: Authorized Management Representatives of the
County Sanitation Districts of Los Angeles County

and

Service Employees International Union,
Local 721, CTW, CLC

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Pursuant to the provisions of the Employee Relations Resolution of the County Sanitation Districts of Los Angeles County (hereinafter "District") and applicable state law, Service Employees International Union, Local 721, CTW, CLC (hereinafter "SEIU Local 721" or Union) was recognized on May 9, 1973, by the Chief Engineer and General Manager as the recognized representative of the District's employees in the Blue Collar Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Chief Engineer and General Manager. On August 21, 1973, District's Management recognized SEIU Local 721 as the exclusive representative of the employees in the Unit. The term "employee" or "employees" as used herein shall refer only to the employees employed by the District in the employee classifications comprising the Unit as listed by Article 3, Salaries, as well as such classes as may be added or deleted by the Chief Engineer and General Manager with the approval of SEIU Local 721, except persons whose positions are designated as managerial and confidential by the District pursuant to state law with the approval of SEIU Local 721.

Nothing in this Article shall preclude an employee from exercising his/her individual rights under state law.

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TERM, IMPLEMENTATION, RENEGOTIATION

Section 1. Term

The term of this Memorandum of Understanding shall commence on the date the terms and conditions for its effectiveness, as set forth herein are fully met, but in no event shall such Memorandum of Understanding become effective prior to 12:01 a.m., on July 1, 2022. This Memorandum shall expire and otherwise be fully terminated at 12:00, midnight, on June 30, 2027.

Section 2. Implementation

This Memorandum of Understanding constitutes a mutual understanding between the District's Management and SEIU Local 721 to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager on or before June 8, 2022. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until the Bargaining Unit membership ratifies the final agreement and the District's Collective Committee approves said Memorandum of Understanding and the District No. 2 Board of Directors enacts necessary amendments to all District's resolutions and orders, including the District's Salary Resolution, required to implement the full provisions thereof.

The parties agree that the recommended changes in the salaries and employee benefits included in this Memorandum of Understanding, which require approval by the District's Board of Directors constitute a mutual understanding to be submitted to the District's Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of

Article 2

TERM, IMPLEMENTATION, RENEGOTIATION

necessary amendments to the District's resolutions before these recommended changes can become effective and applicable to employees in the Unit.

In the event of any dispute in the interpretation between the provisions of this Memorandum of Understanding regarding matters referred to above in this Section 2 of this Article 2 with District's resolutions as amended to implement the provisions of this Memorandum of Understanding, the applicable provisions of the District's resolutions shall prevail.

Section 3.

a. Renegotiation

In the event either party desires to negotiate a successor Memorandum of Understanding, such party shall serve written notice upon the other during the period from January 1, 2027, to February 15, 2027, and commence negotiations by February 15, 2027.

By mutual agreement, any Article in this Memorandum of Understanding which is not reopened by either party will be included in the succeeding Memorandum of Understanding without change.

If a full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 31, 2027, an impasse may be declared by either party on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

The parties shall follow impasse procedures, including factfinding, required under the Meyers Milius Brown Act (MMBA) and the Public Employment Relations Board (PERB) regulations.

If necessary, the parties will attempt, in good faith, to reach agreement on procedures for resolution of the impasse.

b. Reopening of Memorandum of Understanding

The parties agree to meet and confer in, May 2023, May 2024, May 2025, and May 2026, on the subject of possible salary inequities for classes in the Unit. Prior to May 1, 2023, May 1, 2024, May 1, 2025, May 1, 2026, either party may submit written proposals on this subject identifying classes for which it proposes a salary adjustment.

The parties agree that the recommended salaries included in this Article constitute a mutual understanding to be submitted to the District’s Collective Committee and the District No. 2 Board of Directors by the Chief Engineer and General Manager for approval and implementation by enactment of necessary amendments to the District’s resolutions pursuant to Article 2, Term, Implementation, Renegotiation, to be applicable to employees in the Unit:

Section 1.

a. Salaries Effective July 1, 2022:

The salaries below, effective July 1, 2022, reflect a 6.75% increase to salaries in effect on June 30, 2022.

<u>TITLE</u>	<u>SALARY SCHEDULE</u>	<u>SALARY RANGE</u>
Assistant Treatment Plant Operator	56A	\$6479-8049
Automotive Mechanic	56E	\$6544-8129
Automotive Mechanic Apprentice II	52F	\$5886-7311
Automotive Mechanic Apprentice I	45A	\$4808-5973
Boat Captain	63F	\$7932-9855
Boat Deck Hand	48J	\$5320-6608
Central Inventory Specialist	54J	\$6260-7777
Compost Facilities Maintenance Mechanic	52G	\$5900-7330
Compost Operations Coordinator	51L	\$5799-7203
Compost Operations and Maintenance Coordinator	56G	\$6576-8171
Compost Operations Worker	41J	\$4400-5466
Compost Utility Equipment Operator II	33A	\$3478-4313
Compost Utility Equipment Operator I	30B	\$3218-3987
Crane Operator	58G	\$6943-8627
Diesel Equipment Mechanic	58D	\$6891-8561
Diesel Equipment Mechanic Apprentice II	51L	\$5799-7203

Article 3**SALARIES**

Diesel Equipment Mechanic Apprentice I	45A	\$4808-5973
Diesel Equipment Operator	53C	\$6003-7457
Diesel Equipment Operator Trainee	42K	\$4532-5630
Electrical And Instrumentation Technician	63H	\$7971-9904
Electrical And Instrumentation Technician Apprentice II	56E	\$6544-8129
Electrical And Instrumentation Technician Apprentice I	45F	\$4868-6048
Equipment Service Coordinator	51A	\$5657-7028
Equipment Service Worker II	49A	\$5359-6657
Equipment Service Worker I	45A	\$4808-5973
Facilities Maintenance Mechanic	59K	\$7186-8929
Facilities Maintenance Mechanic Apprentice II	55A	\$6306-7834
Facilities Maintenance Mechanic Apprentice I	51C	\$5685-7063
General Services Coordinator II	50C	\$5533-6874
General Services Coordinator I	46C	\$4965-6168
General Services Worker II	42C	\$4454-5533
General Services Worker I	38C	\$3997-4965
Green Waste Operator II	49A	\$5359-6657
Green Waste Operator I	45A	\$4808-5973
Grounds Maintenance Coordinator	53H	\$6077-7550
Grounds Maintenance Worker II	44L	\$4796-5958
Grounds Maintenance Worker I	42C	\$4454-5533
Heavy Equipment Mechanic	61L	\$7605-9449
Heavy Equipment Mechanic Apprentice II	51G	\$5742-7133
Heavy Equipment Mechanic Apprentice I	45A	\$4808-5973
Laboratory Storekeeper	48J	\$5320-6608
Lead Automotive Mechanic	60E	\$7293-9061
Lead Crane Operator	61G	\$7531-9356
Lead Desert Facilities Maintenance Worker	60C	\$7257-9016
Lead Diesel Equipment Mechanic	61G	\$7531-9356
Lead Diesel Equipment Operator	59H	\$7151-8885
Lead Facilities Maintenance Mechanic	63K	\$8010-9953
Lead Grounds Maintenance Worker	49H	\$5453-6773
Lead Heavy Equipment Mechanic	64L	\$8251-10252
Lead Machinist	62A	\$7624-9472
Lead Maintenance And Construction Worker	59K	\$7186-8929
Lead Painter	60H	\$7348-9130

Article 3**SALARIES**

Lead Site Maintenance Worker	46H	\$5027-6245
Lead Stationary Mechanic	63K	\$8010-9953
Lead Welder	62A	\$7624-9472
Machinist	58A	\$6840-8498
Machinist Apprentice II	53A	\$5973-7420
Machinist Apprentice I	44F	\$4738-5886
Maintenance and Construction Worker II	51K	\$5785-7186
Maintenance and Construction Worker I	47K	\$5191-6448
Motor Sweeper Operator I	45C	\$4832-6003
Motor Sweeper Operator II	52C	\$5842-7257
Painter	56H	\$6592-8191
Painter Apprentice II	53A	\$5973-7450
Painter Apprentice I	44F	\$4738-5886
Power Equipment Operator III	61L	\$7605-9449
Power Equipment Operator II	59L	\$7203-8950
Power Equipment Operator Trainee II	49A	\$5359-6657
Power Equipment Operator Trainee I	45A	\$4808-5973
Pumping Plant Operator	53F	\$6048-7513
Refuse Operations Helper	42K	\$4532-5630
Refuse Site Attendant	39E	\$4127-5127
Research Maintenance Worker II	55K	\$6448-8010
Research Maintenance Worker I	51C	\$5685-7063
Senior Automotive Mechanic	57D	\$6707-8333
Senior Boat Captain	65F	\$8374-10405
Senior Compost Electrical & Instrumentation Technician	62A	\$7624-9472
Senior Electrical And Instrumentation Technician	65H	\$8416-10456
Senior Grounds Maintenance Worker	46L	\$5064-6291
Senior Heavy Equipment Mechanic	63L	\$8029-9976
Senior Machinist	60A	\$7221-8972
Senior Maintenance And Construction Worker	55K	\$6448-8010
Senior Painter	58H	\$6960-8648
Senior Power Equipment Operator	63L	\$8029-9976
Senior Pumping Plant Operator	56F	\$6560-8149
Senior Research Maintenance Worker	59K	\$7186-8929
Senior Stationary Mechanic	61K	\$7587-9427
Senior Weighscale Operator I	50J	\$5616-6977

Senior Weighscale Operator II	52J	\$5929-7366
Senior Welder	60A	\$7221-8972
Sewerage System Vacuum Truck Driver	54C	\$6168-7662
Site Maintenance Worker	32B	\$3395-4208
Solid Waste Operations Coordinator I	55K	\$6448-8010
Solid Waste Operations Coordinator II	59C	\$7063-8776
Stationary Mechanic	59K	\$7186-8929
Stationary Mechanic Apprentice II	55A	\$6306-7834
Stationary Mechanic Apprentice I	51C	\$5685-7063
Stock Clerk	44J	\$4773-5929
Treatment Plant Operator I	57L	\$6823-8477
Treatment Plant Operator II	62D	\$7681-9542
Truck Driver	53C	\$6003-7457
Truck Driver Trainee	42K	\$4532-5630
Utility Equipment Operator II	40D	\$4229-5255
Utility Equipment Operator I	37E	\$3910-4856
Warehouse Coordinator	50J	\$5616-6977
Water Truck Driver	45A	\$4808-5973
Weighscale Operator	48J	\$5320-6608
Weighscale Operator Trainee	42K	\$4532-5630
Welder	58A	\$6840-8498
Welder Apprentice II	53A	\$5973-7420
Welder Apprentice I	44F	\$4738-5886

b. Salaries Effective July 1, 2023

Effective July 1, 2023, the salary schedules for all classes listed above will be revised according to the following procedures. A percent increase to salaries will be based upon the increase in the Consumer Price Index (C.P.I.) for All Urban Consumers for the Los Angeles - Riverside – Orange County area using the 1982-84 = 100 base for the period March 2022 to March 2023, according to the following chart:

<u>Increase in C.P.I.</u>	<u>Percent Salary Increase</u>
>0 - 3.0%	3%.
3.0 - 9.0%	3.00% plus 66⅔% of the increase from 3.0% to 9.0% in the C.P.I.
9.0 - 12.0%	7.00% plus 50% of the increase from 9.0% to 12.0% in the C.P.I.
12.0 and above	8.50%

A decrease in the C.P.I. will result in no salary increase. A C.P.I. of zero will result in no salary increase.

The percent salary increase will be converted to the following number of one-quarter percent letter schedules:

<u>Percent Salary Increase</u>	<u>Letter Schedules</u>
>0 - 3.12%	12
3.13 - 3.37%	13
3.38 - 3.62%	14
3.63 - 3.87%	15
3.88 - 4.12%	16
4.13 - 4.37%	17
4.38 - 4.62%	18
4.63 - 4.87%	19
4.88 - 5.12%	20
5.13 - 5.37%	21
5.38 - 5.62%	22
5.63 - 5.87%	23
5.88 - 6.12%	24
6.13 - 6.37%	25
6.38 - 6.62%	26
6.63 - 6.87%	27
6.88 - 7.12%	28
7.13 - 7.37%	29
7.38 - 7.62%	30
7.63 - 7.87%	31

7.88	-	8.12%	32
8.13	-	8.37%	33
8.38	-	8.62%	34

Salaries for all classes in this Unit will be increased by the number of letter schedules which correspond to the Percent Salary Increase.

During the term of this memorandum of understanding, should any recognized District bargaining unit reach an agreement that is approved by the District’s Collective Committee with a COLA (Article 3) that is more favorable to the employee, the District agrees to implement the COLA for this unit. Any resulting adjustment will take effect the first of the month following the District’s Collective Committee’s Approval of this other recognized bargaining unit agreement. The parties agree to meet prior to implementation of this provision.

c. Salaries Effective July 1, 2024

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2024 except that the period used to calculate the increase will be March 2023 to March 2024. The July 1, 2024 salary adjustment will be added to salaries in effect on June 30, 2024.

d. Salaries Effective July 1, 2025

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2025 except that the period used to calculate the increase will be March 2024 to March 2025. The July 1, 2025 salary adjustment will be added to salaries in effect on June 30, 2025.

e. Salaries Effective July 1, 2026

Refer to the above Section 1.b. for the formula and procedures to determine salaries effective July 1, 2026 except that the period used to calculate the increase will be March 2025 to March 2026. The July 1, 2026 salary adjustment will be added to salaries in effect on June 30, 2026.

Section 2.

a. An employee whose step advancement was withheld because of less than satisfactory performance may receive a step advancement prior to the employee's next anniversary date, if it is determined that the employee's performance is satisfactory in all respects and that continued withholding of the employee's step advancement would not be warranted under the circumstances.

b. Except as provided in Section 3 of this Article, when an employee is promoted their salary will be changed to a salary step within the salary range of the employee's classification to which they are promoted, which provides a salary of at least two (2) salary schedules above their current salary. Such salary change shall not exceed the fifth step of the classification to which the employee is promoting.

c. If an employee, because of a voluntary demotion, should receive a reduction in salary which is not justified under the circumstances, such employee may be placed on a special step or receive a "Y" rate to provide the salary which would be appropriate under the circumstances as long as such justification exists, subject to approval by the Chief Engineer and General Manager.

Section 3.

An employee whose salary rate is different than any of the five steps of the Salary Schedule for the position which they hold will be paid a “Y” rate. A “Y” rate is a special salary rate which entitles an employee to receive compensation at a rate which is different than any of the five steps of the salary schedule for the position which the employee holds. An employee on a “Y” rate will retain their anniversary date. An employee whose “Y” rate is greater than the fifth step of the salary range for their new class will retain their “Y” rate until their earned salary step equals or exceeds their “Y” rate due to step increases, salary increases and/or promotions. The employee will then receive the salary of this earned step and their “Y” rate will be canceled. An employee whose “Y” rate is less than the fifth step of the salary range for their new class will have their earned step changed to their next earned step on their next anniversary date. If the employee’s next earned step results in a salary increase of more than 2¾ percent, they will receive such salary and their “Y” rate will be canceled. If it would result in a salary increase of less than 2¾ percent, their “Y” rate will be increased by 2¾ percent, not to exceed the fifth step of the salary range for the employee’s class. On succeeding anniversary dates the employee’s “Y” rate will be increased by 5½ percent not to exceed the fifth step of the salary range for the employee’s class. When the employee’s salary reaches the fifth step salary rate, their “Y” rate will be canceled. An employee on a “Y” rate who is promoted will be promoted from their earned step and will retain their “Y” rate if it is greater than the step of the class to which the employee is promoted.

Section 4.

For the term of this agreement, the Districts' agree to no longer fill the following positions with hourly employees: General Services Worker I, General Services Worker II, Grounds Maintenance Worker I, Grounds Maintenance Worker II, Maintenance and Construction Worker I, Maintenance and Construction Worker II, Site Maintenance Worker, and positions at the Apprentice I level. Employees who are currently Hourly Employees and performing the work in one of the classifications listed will convert to monthly status effective on the effective date of this Memorandum of Understanding. Time as an Hourly Employee performing the work in one of the classifications listed in this section will count toward the employee's twelve (12) month probationary period.

Section 1. Overtime Compensation

Employees who are required by the District to work overtime, will be paid at the rate of one and one-half times their regular hourly rate for such ordered overtime during the term of this Memorandum of Understanding. Overtime for employees who work a normal workweek means work in excess of forty (40) hours during a “normal workweek” as defined in Article 7, Work Schedules. Overtime for employees who work an alternate workweek means work in excess of eighty (80) hours during an “alternate workweek” as defined in Article 7, Work Schedules.

All full pay leave time of employees and holidays will be included when calculating the number of hours worked in a workweek which are required for eligibility for overtime pay.

Section 2. Distribution of Overtime

Management will assign overtime work as equitably as possible among all qualified employees in the same classification and work location. In the assignment of overtime under this provision, however, Management retains the right to consider special skills required to perform particular work. Upon request by the Union, Management will place overtime distribution lists, which shall be updated at least quarterly, in a location accessible to all employees in a classification at the work site. It is agreed and understood that nothing herein is intended to limit or restrict the authority of Management to require any employee to perform overtime work. Employees will not be required to work in excess of two (2) consecutive full shifts, or its equivalent in hours within a twenty-four (24) hour period

beginning at the start of the employee's regularly scheduled shift except by mutual agreement.

When an employee is ordered to work overtime including his/her regular day off, he/she may request to be relieved of such obligation. If another qualified employee as determined by Management is available to work the overtime, the employee originally ordered to work the overtime may be relieved of the obligation and Management's obligation to assign overtime equitably will be modified accordingly.

Section 1. Call-Back Pay

Whenever an employee is unexpectedly ordered by Management or its authorized agent, to return to duty following the termination of their normal workday or normal workweek and departure from the employee's work location and does return to a worksite (or commences travel to a worksite) they will receive a minimum payment equivalent to three (3) hours of premium overtime pay whether or not the employee is assigned a District vehicle. Time for call-back pay will include time for the round trip commuting as determined by Management from the employee's residence to the designated work location and begins at the time the employee affirmatively accepts the call-back. The call-back period will end when the employee arrives at their residence and the employee will notify their supervisor or manager upon arrival. It is expected that once an employee affirmatively accepts the call-back they will promptly report to the designated location. Instances where an employee does not report to the site within one (1) hour may result in disciplinary action. An employee commuting to and from the employee's designated work location in a call-back situation is not eligible for mileage reimbursement. A worksite does not include the employee's home or designated telework location.

Whenever an employee is ordered by an authorized District representative to return to duty, but such return occurs less than two (2) hours before the scheduled starting time for the employee's next regular shift, it will be deemed an early shift start, and the employee will be compensated at their overtime rate for any overtime worked rather than the three (3) hour minimum provided in this Section. If the responsibilities of the position or the day's work do not require the employee to stay through the full regular shift, and if the

employee voluntarily agrees, the employee may leave work before their regularly scheduled end of shift without incurring overtime.

Section 2. Swing/Graveyard Shift Differential

Employees who work a swing shift are paid a bonus equivalent to five and one half percent (5.5%) for each hour worked. Swing shift is defined as a scheduled shift that starts between 2:00 P.M. and 8:59 P.M. Employees who work a graveyard shift are paid a bonus equivalent to eight and one half percent (8.5%) for each hour worked. Graveyard shift is defined as a shift that starts between 9:00 P.M. and 3:00 A.M. Shift differential will be paid on overtime with at least four (4) consecutive hours of overtime worked. The rate of shift differential paid on overtime hours will be determined by the time the overtime starts. For the purposes of this section only, overtime hours eligible for shift differential will be those hours outside the employee's normal daily work schedule. For example, if an employee's normal schedule is 7:00 A.M. to 3:30 P.M. and the employee is scheduled to work 3:30 A.M. to 3:30 P.M., they would be paid overtime for the time worked from 3:30 A.M. to 7:00 A.M.; however there is no resulting shift differential. For example, if an employee's normal schedule is 6:00 A.M. to 2:30 P.M. and the employee is scheduled to work 2:00 A.M. to 2:30 P.M., they would be paid overtime for the time worked from 2:00 A.M. to 6:00 A.M. and they would receive the graveyard shift differential for the overtime hours of 2:00 A.M. to 6:00 A.M. In both examples it is assumed that the employee has at least forty (40) hours worked or compensated at full-pay in that workweek. In all instances, the employee must have worked, not only paid, the time for the shift differential to be applied.

Section 3. Standby Pay

Employees who are assigned regularly scheduled periods of authorized standby service during off duty times are paid a three dollar (\$3.00) per hour bonus. Employees assigned to standby duty will not receive standby pay when they are called back to work and are receiving call back pay, or if the employee is otherwise working (i.e. the employee cannot receive standby pay and paid time concurrently).

Section 4. Travel to Work Location

Except for employees with an assigned District vehicle, the District will inform each employee of their headquarters (principal work location) which may be changed with ten (10) working days notice to the employee.

Employees who are required to travel in their own vehicle to other work locations may claim mileage reimbursement for the difference in mileage from their residence to their temporary work location less the mileage from their residence to the headquarters (principal work location).

Section 5. Automobile Mileage

When authorized by Management, employees who use their personal automobiles for District's business during the course of their work will be reimbursed for each mile driven an amount equal to the Standard Mileage Rate set by the Internal Revenue Service.

Section 6. Meal Allowance

An employee working four (4) consecutive hours or more in addition to their work shift in one (1) day will be provided with a meal allowance of twelve dollars (\$12.00), and

a lunch period of thirty (30) minutes on District time. The meal allowance will be paid by a voucher, reimbursement check, or cash within ten (10) business days.

Section 7. Assignment Away from Principal Work Location

When employees are temporarily assigned by the District in an area away from the employee's assigned principal work location in excess of one (1) day where it is determined by Management to be unreasonable or impractical to commute daily to the temporary work location, employees will be reimbursed for their actual expense in accordance with the District's policy.

a. Travel Expenses

Actual cost of transportation by public carrier where public transportation is available and convenient. Where transportation by public carrier is not available or is not convenient and the employee travels in his/her personal automobile, he/she will be reimbursed at the current mileage reimbursement rate.

b. Lodging

Reimbursement will be limited to the charges for the least expensive single unit of average acceptable quality available in the area as determined by the District.

c. Per Diem (Meals)

The District will reimburse employees for breakfast, lunch and/or dinner based on the maximum set by the U.S General Services Administration (www.gsa.gov) for the location traveled to.

Section 8. Damaged Personal Clothing, etc.

The District will reimburse employees for the replacement value at the time of damage for clothing which is damaged in an accident through no fault or negligence of the employee when performing duties for the District. The District will also reimburse employees for the replacement value at the time of damages for eyeglasses, hearing aids and dentures when such damage or loss is a result of an industrial accident, verified by the employee's supervisor, when occurring during the performance of assigned duties for the District. If the article can be reasonably restored to its condition prior to the damage, the reimbursement will be limited to the cost of repair. No claims will be paid if the cost of replacement or repair is less than ten dollars (\$10.00).

Section 9. Superior - Subordinate Pay

When the base pay (exclusive of any special pay, overtime pay, bonuses or Y rate) of an employee is more than the base pay of the employee who is designated by Management as their regular supervisor on a full-time basis, the supervisor will receive ten dollars (\$10.00) per month more than the base pay of their subordinates base pay.

Section 10. Treatment Plant Operator's Certificate

The District will reimburse employees in the Treatment Plant Operations series in this Unit for the fees charged by the State of California for the state certification as Wastewater Treatment Plant Operators. This reimbursement is for the first exam attempt only for each grade. Any additional exams will be at the employee's expense.

Section 11. Membership Dues Reimbursement

The District will reimburse employees in this Unit for the annual dues charged by the Water Environment Federation, the California Water Environment Association, the Los Angeles Basin Section and for the Solid Waste Association of North America.

Section 12. Commercial Driver's License

The District will pay the cost to obtain the medical certification required for a commercial Class A or Class B California driver's license for positions that are required to possess a commercial Class A or Class B California driver's license. The District will reimburse employees for the cost of the license fees for positions that are required to possess a commercial Class A or Class B California driver's license.

When management directs an employee to obtain and maintain a commercial Class A or Class B California driver's license, which is not a minimum qualification for his/her classification as specified by the classification specification, the employee will receive \$100.00 per month. When management directs an employee to obtain and maintain a crane certification, which is not a minimum qualification for his/her classification as specified by the classification specification, the employee will receive an additional \$50.00 per month. The maximum amount payable under this section is \$150.00 per month. Payment will only be authorized in months when the employee worked.

Section 13. Hearing Aid Allowance

The District will reimburse employees in this Unit once during their employment for the cost of hearing aids up to \$695.00 after the employee has been reimbursed for

hearing aids through the District provided medical plan unless the employee demonstrates that there is a more cost effective alternative for the District.

Section 14. Longevity/Service Incentive

Monthly employees with ten (10) years or more of continuous District service are eligible to receive Longevity/Service Incentive Pay as follows:

a. 10 Years of District Service

Monthly employees having attained ten (10) years of continuous District service will receive an amount equal to one (1) percent of the employee's monthly base salary on the first of the following month. The minimum Longevity/Service Incentive Pay an eligible employee shall receive on an annual basis is \$500.

b. 15 Years of District Service

Monthly employees having attained fifteen (15) years of continuous District service will receive an additional amount equal to two (2) percent of the employee's monthly base salary on the first of the following month.

c. 20 Years of District Service and 56 Years of Age

Monthly employees having attained twenty (20) years of continuous District service and 56 years of age will receive an additional amount equal to three (3) percent of the employee's monthly base salary on the first of the following month.

d. 25 Years of District Service and 61 Years of Age

Monthly employees having attained twenty-five (25) years of continuous District service and 61 years of age will receive an additional amount equal to four (4) percent of the employee's monthly base salary on the first of the following month.

Section 15. Treatment Plant Operator Certification Incentive Pay

This certification incentive pay is intended to provide an incentive for employees, including probationary employees, in the classifications of Assistant Treatment Plant Operator, Treatment Plant Operator I and Treatment Plant Operator II to obtain and maintain state certification above what is required of their classification. The incentive pay will be administered as follows:

- a. The certification monthly incentive is NOT cumulative. Each eligible employee will be paid at the highest level of certification they hold.
- b. The initial bonus, at each grade level, will only be paid one time per eligible employee. Employees in these classifications who hold a certification above what is required of their classification on or before July 1, 2018, will be paid the initial bonus at the highest level only. For example, an employee classified as a Treatment Plant Operator I on July 1, 2018 who holds a grade V certification will receive the \$1,000 initial bonus and will begin receiving the \$100 monthly incentive.
- c. To qualify, the employee must hold the certification identified in the table below (passing the grade level examination alone does not qualify).
- d. Employees on a Plan of Improvement (POI) are not eligible for the initial bonus. If an other wise eligible employee does not receive the initial bonus due to being on a POI, the employee may receive the payment the first of the month following successfully completing the POI.

- e. Monthly payments start on the first of the month following the effective date on the certification or the first of the month following receipt of proof of certification by the Human Resources Department, whichever is later. The monthly payment will not be paid if the employee is in a no-pay status for the month. For example, if the employee is on an unpaid leave of absence for the entire month, the incentive will not be paid for that month.
- f. The initial bonus payment will be paid the first of the month following the effective date on the certification or the first of the month following receipt of proof of certification by the Human Resources Department, whichever is later.
- g. Employees in the classification of Treatment Plant Operator II on or before July 1, 2018 are exempted from the requirement to obtain a Grade III as a condition of remaining in the classification. These employees are not eligible for the certification incentives outlined in the table below.
- h. Certification incentive pay as outlined commenced September 1, 2018.

Certification through the State Water Resources Control Board for Wastewater Treatment Plant Operator	Monthly Incentive	Initial Bonus (one time)
Grade III	\$50	\$500
Grade IV	\$75	\$750
Grade V	\$100	\$1,000

Section 16. One-Time Bonus

All employees in the unit will receive a one-time pandemic appreciation bonus in the amount of \$1,500. The pandemic appreciation bonus is only applicable to current Blue Collar employees who were in the Blue Collar Unit and worked between March 1, 2020 and March 1, 2022. Employees who received a disciplinary suspension for entering the workplace in violation of the self-screening policy are not eligible for the bonus. In addition, all employees in the unit will receive a one-time bonus of \$1,250. The bonus payment, up to \$2,750 if the employee qualifies for both, will be made on or before January 1, 2023. It is understood that this payment is not considered reportable compensation for CalPERS purposes. The payment, subject to tax withholdings, will be made separate from the regular 10th and 25th payroll payments using the employees established method of payment (e.g. direct deposit).

Section 1. Personal Leave

During a calendar year, twenty-four (24) hours of current full pay sick leave may be used for any personal reason that does not interfere with the District’s operations. The employee shall request approval for such absence from his/her supervisor at least three (3) business days before the requested absence except in the event of an unforeseen emergency.

Section 2. Holidays

a. The following are eight (8) hour holidays for full-time employees. To be paid for a holiday an employee must have a fully paid day immediately before or after the holiday.

<u>HOLIDAY</u>	<u>DATE</u>
New Year’s Day	January 2, 2023
	January 1, 2024
	January 1, 2025
	January 1, 2026
	January 1, 2027
Dr. Martin Luther King Jr.’s Birthday	January 16, 2023
	January 15, 2024
	January 20, 2025
	January 19, 2026
	January 18, 2027
President’s Day	February 20, 2023
	February 19, 2024
	February 17, 2025
	February 16, 2026
	February 15, 2027

<u>HOLIDAY</u>	<u>DATE</u>
Cesar Chavez' Birthday	March 27, 2023 March 25, 2024 March 24, 2025 March 30, 2026 March 29, 2027
Memorial Day	May 29, 2023 May 27, 2024 May 26, 2025 May 25, 2026 May 31, 2027
Juneteenth	June 12, 2023 June 14, 2024 June 13, 2025 June 12, 2026 June 14, 2027
Independence Day	July 4, 2022 July 4, 2023 July 4, 2024 July 4, 2025 July 3, 2026
Labor Day	September 5, 2022 September 4, 2023 September 2, 2024 September 1, 2025 September 7, 2026
Indigenous Peoples Day	October 10, 2022 October 9, 2023 October 14, 2024 October 13, 2025 October 12, 2026

<u>HOLIDAY</u>	<u>DATE</u>
Veterans Day	November 11, 2022
	November 10, 2023
	November 11, 2024
	November 11, 2025
	November 11, 2026
Thanksgiving Day	November 24, 2022
	November 23, 2023
	November 28, 2024
	November 27, 2025
	November 26, 2026
Day after Thanksgiving	November 25, 2022
	November 24, 2023
	November 29, 2024
	November 28, 2025
	November 27, 2026
Christmas Day	December 26, 2022
	December 25, 2023
	December 25, 2024
	December 25, 2025
	December 25, 2026

b. Employees who are required by the District to work on the day after Thanksgiving will receive one (1) banked holiday in lieu which must be taken off prior to March of the following year on a day which will not interfere with the District’s operations or will be paid for the holiday at straight time, at the employee’s option.

c. An employee who is regularly scheduled to work on December 24th will either be given four (4) hours off with regular pay or will be entitled to four (4) hours of straight time pay in addition to regular pay. The employee must work, or be on paid time

off, on December 24th to be eligible to receive the four (4) hours of straight time pay in addition to regular pay.

d. Employees who are required by the District to work on any holidays except Christmas, Thanksgiving and Day after Thanksgiving: (1) will be paid straight time in addition to regular pay for the holidays worked; or (2) may take another day off (which must be used before any full-day of vacation) in lieu of the holidays worked if they request and receive prior approval from their Department Management. Department Management may deny requests which would interfere with the District's operation but will not withhold approval unreasonably.

Employees who work on Thanksgiving Day will be compensated for such holiday work at time and one-half of their base rate in addition to receiving their regular monthly salary. An employee who works on December 25th or the negotiated holiday on which Christmas will be observed will be compensated for such holiday work at time and one-half of their base rate in addition to receiving their regular monthly salary; however, in no event shall an employee receive holiday compensation for both December 25th and the observed holiday.

Employees who are scheduled to have a regular day off on a holiday listed in this Section, and who do not work that day will be paid one (1) additional day at straight time pay. "Regular day(s) off" as used in this Section means only the employee's scheduled two (2) days of rest in a seven (7) day workweek period and does not include vacation, sick leave, personal leave, leave without pay or other absence.

e. Employees who are regularly scheduled to work on a holiday listed in this Section and want to be off on the holiday must seek prior approval to be off work. If the employee is approved to be off on the holiday they will not be required to use leave time on the holiday (e.g. vacation or personal leave). If the employee is not approved to be off work on the holiday, they are expected to report as scheduled. If the employee is regularly scheduled to work on a holiday listed in this Section and calls out sick, the employee must provide written proof of illness and the employee will be required to use sick leave to cover the absence. If the employee does not provide written proof of illness, the absence will be unauthorized.

Section 3. Medical Insurance

a. Full-time employees and their dependents are eligible for medical and hospitalization benefits through any of the plans offered by the District. During the term of this agreement, the District will make monthly contributions for each eligible employee. The amount of the monthly contribution will be the amount of the monthly premium for the plan selected by each employee not to exceed the amount equivalent to the higher of the Kaiser Family Plan premium for either the Los Angeles Area Region (Region 3) or the Other Southern California Counties (Region 2). Employees selecting a plan with a premium greater than the established District contribution will pay the difference in the plan's premium and the District's contribution through payroll deductions.

b. Employee Cost Sharing of Medical Plan Premium

The District will continue to pay that contribution if the Kaiser Family Plan premiums in both the Los Angeles Area Region and the Other Southern California Counties increase in any year by \$75 per month or less.

Employee cost sharing of medical plan premium increases will occur as follows: The higher increase in the Kaiser Family Plan premiums in either the Los Angeles Area Region or the Other Southern California Counties that is greater than \$75 per month will be used to calculate cost sharing by the District and affected employees. The increase above \$75 per month will be shared equally by the employees and the Districts, except that:

The employees' cost sharing contribution shall not increase in any given year by more than \$20 per month. Once cost sharing is triggered in any year the amount of the monthly cost sharing continues through the term of the agreement. The increase in any one year above \$115 per month will be paid for by the Districts. The maximum cumulative employees' cost sharing contribution shall not exceed \$150 per month for the term of the five year agreement.

The amount of the employee cost sharing will be deducted from the higher Kaiser Family Plan premium to determine the Districts maximum monthly contribution to the medical plan premiums.

c. Post-retirement Health Benefits

For the term of this agreement, the District will provide medical insurance for employees through the CalPERS Public Employees' Medical and Hospital Care Act

(PEMHCA) program. In accordance with PEMHCA, the Districts will provide post-retirement health benefits to eligible retirees as follows:

- i. Employees hired before July 1, 2011 who retire on or after July 1, 2017, will be subject to the provisions of Section 22892 of the California Public Employees’ Retirement Law. The District files an annual resolution establishing the contribution amount.
- ii. For employees hired on or after July 1, 2011, the District will make a contribution toward each eligible retiree’s CalPERS medical premium in accordance with the Vesting Schedule and provisions in Section 22893 of the California Public Employees’ Retirement Law. The percentage of Districts’ contribution shall be based on the employee’s credited years of service at retirement as shown on the following table:

Credited Years Of Service	Percentage of Contribution
10-----	50
11-----	55
12-----	60
13-----	65
14-----	70
15-----	75
16-----	80
17-----	85
18-----	90
19-----	95
20 or more -----	100

d. Medical Opt-Out

Employees in the Unit, eligible for Districts' medical contributions, may receive \$360 per month as cash in lieu of enrolling in the District's offered medical coverage if they provide proof of minimum essential coverage ("MEC") for themselves and their tax family (if applicable) through another source (other than coverage in the individual market, whether or not obtained through Covered California). Employees requesting to opt out of medical coverage and receive the cash in lieu must provide reasonable evidence of such coverage and sign an attestation during each annual open enrollment period. The District will not make payment of cash-in-lieu if the District knows or has reason to know that the employee or a member of the employee's tax family does not have the alternative coverage. The monthly payments begin in January of the calendar year subsequent to opting-out. New hires may request to opt-out at the time of hire in lieu of enrolling in a Districts' medical plan. Payments for new hires who opt-out will begin the first of the month subsequent to opting-out.

Section 4. Dental Insurance

The District will continue to pay the monthly premium for an eligible employee and his/her dependent's dental insurance program. The District will provide both prepaid and indemnity dental plans. Effective the first of the calendar year following the effective date of this MOU, the indemnity dental plan will have an annual in network maximum of \$1,750.

Section 5. Optical Insurance

The District will make available to employees in this Unit a group optical insurance plan.

Section 6. Layoff Benefits

An employee shall be eligible for layoff benefits provided he/she is a full-time employee with at least six (6) months continuous service with the District. Layoff means separation from employment with the District due to lack of work as distinguished from other types of separation such as resignation, discharge or suspension as a disciplinary penalty, retirement, leave of absence or death.

Layoff benefits for eligible employees shall consist of a lump sum payment for all accrued unused overtime, holiday time or vacation time, plus a lump sum payment for accumulated unused full pay sick leave, subject to the limitations in Section 6.4 of the District's Salary Resolution.

Section 7. Vacations

a. Full time employees with one (1) full year of continuous service as of January 1 will be entitled to a paid vacation of eighty eight (88) hours per year; after five (5) years of service one hundred twenty eight (128) hours per year; upon completion of ten (10) years of service, eight (8) additional hours plus eight (8) hours per additional year up to one hundred sixty eight (168) hours per year; after twenty-five (25) years of service forty (40) additional hours of vacation. Full-time employees with less than one (1) full year of continuous service as of January 1 will be entitled to at least sixteen (16) hours of paid vacation as of January 1 as provided in Section 6.2A of the District's Salary Resolution.

Time as a Student Worker does not count toward vacation accrual. Employees in this unit can defer (carryover) vacation for one year. For example, an employee in this unit that is eligible to earn 208 vacation hours on January 1 would be able to have a maximum of:

208 current year vacation hours (PTO Vacation)

208 carryover vacation hours (PTO Vacation PYr)

In this example, if the employee continued to use zero hours of vacation and not sell-back any vacation, on the next January 1st, the employee’s current and carryover hours would not change as the employee cannot carryover any more hours. In this instance the employee has reached the carryover limit. However, the employee can sell back carryover vacation hours as outlined in the section below.

b. Employees in this Unit who file a written request with the District’s Human Resources Manager by November 15 will be paid for their unused current year vacation not to exceed two hundred (200) hours. The rate for such payment will be based on the employee’s salary on November 1 of that year. Such payments will be made prior to January 15th of the following year.

Section 8. Sick Leave

a. Full-Pay Sick Leave

Full-time employees with less than a full year of continuous service as of January 1 of any year accrue sick leave at the rate of eight (8) hours for each full month of service. Employees with one (1) full year or more of continuous service as of January 1 of any year are eligible for ninety-six (96) hours of sick leave on January 1 of each year subject to the provisions and limitations of Section 6.4 of the District’s Salary Resolution. Any full pay

sick leave not used may be accumulated to a maximum of one thousand four hundred forty (1440) hours. Such paid sick leave, subject to proof of illness, may be used for absences due to the employee's personal illness, injury and non-emergency medical and dental care. Up to ninety-six (96) hours of the full paid sick leave each year may be used for illnesses or injuries of the employee's children, the employee's spouse, the employee's parents, the employee's registered domestic partner, the employee's siblings, the employee's grandchildren, the employee's grandparents, or the employee's parents-in-law. The employee may be required to submit reasonable proof of their illness, injury or non-emergency medical or dental care as a condition for paid sick leave; however, reasonable proof will not be required for the first three (3) days of sick leave used each calendar year. An employee will receive advanced warning before they are required to provide proof of illness for payment of full pay sick leave. Unless it is asserted that the employee has been absent from work for reasons other than for authorized illnesses or injuries, an employee will not be required to submit proof of illness in a calendar year when they have provided proof of illness when using their current sick leave. The District reserves the right to have the employee examined by a physician selected by Management at the District's expense and on District's time to confirm the employee's disability. If an employee requests and is approved for leave under the FMLA, they may use carry-over sick leave concurrently with such leave.

b. Partial-Pay Sick Leave

In the event an employee uses all of their full pay sick leave and vacation, they may be eligible for additional leave at fifty percent (50%) pay based on the

employee's length of service. Employees are entitled to use partial pay sick leave in the event their illness or injury compels them to be absent from their duties for five (5) or more consecutive working days. Sick leave at partial pay shall be allowed only when the employee furnishes to the Chief Engineer and General Manager a physician's certificate or other satisfactory proof that such absence was actually due to illness or injury. At a minimum, the documentation must be from a medical doctor (MD or DO) from their Districts medical plan. For example, an employee with Kaiser insurance must submit a note from an MD or DO through Kaiser. The employee will also be required to attest that they are unable to perform their job and that they will not work, including self-employment, for the duration of their absence under partial pay sick leave. A monthly employee who has completed six (6) months or more of continuous service, which six (6) months shall commence on the first day of the initial eligibility period under Section 6.4A of the Salary Resolution, shall be eligible for sick leave at partial pay in accordance with the table below during the remainder of the calendar year following completion of such six (6) months' service, and during each subsequent calendar year. A person on partial pay sick leave may not elect any other types of leave on an intermittent basis while using partial pay sick leave. For example, an employee may not commence partial pay sick leave, use a day of vacation, and then recommence partial pay sick leave. Retroactive adjustments to previously used partial pay sick leave in order to accrue leave benefits are prohibited. An employee shall not be allowed

additional newly accrued partial pay sick leave until after returning to work for six full months. Partial pay sick leave shall be limited to three (3) consecutive years, and any allowance for a second or third year shall be contingent upon approval by the Chief Engineer and General Manager. The number of hours of partial pay sick leave are based upon the number of years of full-time, continuous service as follows:

NUMBER OF HOURS ALLOWED IN A CALENDAR YEAR

<u>Continuous Service</u>	<u>50% Pay</u>
6 months to 1 year	40
1 year to 2 years.....	104
2 years to 5 years	200
5 years to 10 years	480
10 years.....	720
11 years.....	760
12 years.....	800
13 years.....	840
14 years.....	880
15 years.....	920
16 years.....	960

NUMBER OF HOURS ALLOWED IN A CALENDAR YEAR

<u>Continuous Service</u>	<u>50% Pay</u>
17 years.....	1000
18 years.....	1040
19 years.....	1080
20 years.....	1120
21 years.....	1200
22 years.....	1280
23 years.....	1360
24 years.....	1440
25 years.....	1520
26 years.....	1600
27 years.....	1680
28 years.....	1760
29 years.....	1840
30 years or over	1920

c. Sick Leave Limits and Payout

If an employee with at least thirty (30) months of full-time continuous service leaves the District, they will receive a lump sum payment for all of their unused full pay sick leave. The maximum of such lump sum payment shall not exceed seven hundred and twenty (720) working hours.

An employee who has accumulated and maintained two hundred and forty (240) hours of full pay carry over sick leave and who files a request for payment with the District’s Human Resources Manager by November 15, will be paid on a regular payroll processing date during December for their current full pay sick leave for that year which the employee has not used. The rate for such payment will be based upon the employee’s salary on November 1 of that year. An employee who does not file a request by November 15 will accumulate their full pay sick leave to the maximum of one thousand four hundred

forty (1440) hours. Carry over sick leave in excess of two hundred and forty (240) hours may be used for the deferred compensation catch-up contribution provisions subject to IRS limitations.

An employee with the maximum of one thousand four hundred forty (1440) hours accumulated full pay sick leave will be paid each year for their full pay sick leave over the one thousand four hundred forty (1440) hours maximum as of December 31 of each year.

Section 9. Bereavement Leave

Full-time employees are eligible to receive a maximum of twenty seven (27) hours of absence from duty with full compensation, because of the death of their legal guardian or of a member of their immediate family: father, mother, grandfather, grandmother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, grandchild, stepchild, or registered domestic partner. The death must have occurred while the employee is a District employee and the bereavement leave must be used within three hundred and seventy (370) calendar days from the date of the death. An employee shall be eligible to receive eight (8) additional hours of absence from duty with full compensation if one-way travel, over three hundred (300) miles is required. The employee may be allowed use of other paid or unpaid leave (if paid leave is exhausted) up to one (1) day if one-way travel, over three hundred (300) miles is required.

Section 10. Life Insurance

Each full-time employee is covered by a fifty thousand dollar (\$50,000.00) group term life insurance policy fully paid for by the District. Employees may purchase additional life insurance, available from the insurance company providing the group policy.

Section 11. Military Training Leave of Absence

The District will grant an employee up to thirty (30) days leave of absence per year with salary when performing active duty for training in a reserve program of the Armed Forces of the United States. The employee will be required to submit a certified copy of the orders compelling him/her to report for active duty for training.

Section 12. Public Employees' Retirement System

The District currently contracts with California Public Employees Retirement System (CalPERS) for Section 21354 of California Government Code for the 2% at Age 55 Benefit Formula – Local Miscellaneous Member and Section 20042 of California Government Code for “Final Compensation” – One Year – Local Member. The District will pay the seven percent (7%) normal employee contribution to the CalPERS on behalf of employees in accordance with Section 20691, formerly 20615, of the California Government Code. The District will notify Local 721 in the event CalPERS informs the District that the District must report only employees' base salaries for retirement purposes. The District will meet and confer with Local 721 regarding the impact of the change in reporting amounts.

In accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA), “new members” are responsible for contributing half of the normal cost as determined by CalPERS.

Section 13. Industrial Illness and Injury Pay

An employee who is compelled to be absent from active service as a result of an illness or injury compensable under the Workers' Compensation Act of the State of California, whose weekly compensation benefits received by the employee under the provisions of said Act plus earnings from other employment, if any, are less than seventy percent (70%) of their base salary, shall be entitled to receive compensation equal to seventy percent (70%) of their base salary for a period not to exceed ninety (90) calendar days from the date of injury or onset of the illness. The District will continue to make the medical and dental contributions provided for in Sections 3 and 4 of this Article for twenty-four (24) months from the date of the industrial injury or illness.

Employees who are recovering from a District's work related illness or injury may request a light duty assignment. To be eligible for a light duty assignment an employee must be:

1. Under medical care of a physician appointed by the District for treatment of an illness or injury determined by the District to have been caused or related to the employee's work activities, and
2. Must be restricted from performing their regular duties by the physician appointed by the District, and
3. Must be willing to accept a job assignment at other District's facilities, work days, work hours and work shifts.

Light duty assignments are not guaranteed for every injured employee, however the District will make a reasonable effort to locate and provide light duty assignments to

industrially ill or injured employees. Light duty assignments are normally intended to be of short duration. Employees assigned to a light duty assignment waive their right to working out-of-class pay if assigned to higher level duties and/or responsibilities.

Section 14. Long Term Disability

The District will offer a group long term disability insurance policy that provides sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the employee's base salary after a ninety day (90) waiting period for a maximum of twenty-four (24) months in the event of disability as determined by the insurance carrier.

Section 15. Flexible Spending Accounts

Employees in this Unit are eligible to participate in the Dependent Care Reimbursement Plan, the Medical Expense Reimbursement Plan, and the Insurance Premium Plan as long as the programs are available to the District.

Section 16. Employee Wellness

Employees in the Unit will receive \$300, once per calendar year, when the employee provides acceptable documentation, which shall not include any results or diagnosis thereof, that he/she has completed an annual physical conducted by a medical doctor (MD or DO) or Nurse Practitioner (NP), Physician Assistant (PA), or Registered Nurse (RN) of the employee's choice and at the employee's expense, and one (1) dental exam in the calendar year in which the employee is requesting payment. Acceptable documentation must be submitted to the Human Resources department within the calendar year of the requested payment.

Section 17. Educational Assistance

Employees must follow the rules and procedures set forth herein in order to be reimbursed. The annual maximum reimbursement is five thousand two hundred fifty dollars (\$5,250). Reimbursements under this section may be reported as wages and subject to tax. If any reimbursement must be reported as wages, the reimbursement will be processed by Payroll. Employees should refer to current IRS guidelines or consult with a tax professional.

The Human Resources Department will review each application for conformance to the policy. Employees will be advised of approval or denial of their application by memo from the Human Resources Manager. Approval of the amount reimbursable is subject to the annual limitation indicated above. Employees will not be reimbursed for amounts above the annual limit.

a. Tuition Reimbursement

The maximum amount in a calendar year reimbursable under the Tuition Reimbursement provisions (not Student Loan Repayment) will be reduced by equal amounts reimbursed under the Professional Development provisions.

Employees must work in a full-time, permanent monthly status to be eligible.

Employees are encouraged to submit a completed Application for Tuition Reimbursement Approval form for their departmental review prior to enrolling and paying for a course. The purpose of the Tuition Reimbursement Program is to provide employees an opportunity to obtain additional skills and knowledge which will be of value to both the employees and the District. Occasionally, an application is denied for not meeting the

policy criteria; therefore, advance approval is recommended. If the employee's application for Tuition Reimbursement is not approved, the employee may provide a written explanation of their rationale for approval and submit it to the Assistant Chief Engineer and Assistant General Manager. The Assistant Chief Engineer and Assistant General Manager will respond to the employee's request for review in writing. In any event, application for reimbursement must be made within one (1) year from the date the employee pays for the course. Courses started prior to District employment are not eligible for tuition reimbursement.

The course must be taken through an accredited institution which has been approved by the District. The Districts retain the right to determine which institutions' curricula are eligible and which are not eligible for reimbursement.

The requested course must be an acceptable academic course either in an area of expertise related to any District operation which is in the employee's current career path, or required for the completion of a degree which would otherwise qualify the employee for any District occupation. The Human Resources Department and Management retain the right to designate and approve elective courses and institutions.

All courses must be taken on the employee's own time.

Employees requesting reimbursement must certify that they are not receiving reimbursement for the course from any other governmental agency.

Reimbursement will be for tuition and mandatory fees (such as lab fees), but not for books, supplies, or parking.

Employees who terminate employment within one (1) year of the date reimbursement was received shall return the amount of such reimbursement to the District upon termination. By accepting reimbursement the employee shall consent to return such amount upon termination.

A copy of the approval letter and certification from the institution or other evidence that the course was satisfactorily completed (equivalent to a grade "C" or better) are necessary for reimbursement.

b. Student Loan Payment Reimbursement

Student loan payment reimbursement program will commence January 1, 2023. Student loan payment reimbursements apply to the reimbursement of principal or interest paid by the employee on any qualified education loan incurred by the employee for education of the employee. This provision is not applicable to student loan payments the employee has made prior to July 1, 2022. For example, reimbursements would not be made for student loan payments that were made in February 2022.

The lifetime reimbursement limit is \$21,000. The annual educational assistance reimbursement limit applies to the combined amount of tuition reimbursement and student loan payment reimbursement (i.e. an employee cannot receive more than \$5,250 in one calendar year for educational assistance).

Eligible employees are those that were hired on or after January 1, 2013. Employees hired before January 1, 2023 must initially apply for the student loan payment reimbursement program by December 31, 2023. Those hired on or after January 1, 2023 must initially apply within 1-year of hire.

Reimbursements will only be made in six (6) month increments with reimbursement no earlier than the first of the following month. For example, an eligible employee who makes payments toward their student loan from July 1, 2022 through December 31, 2022, would submit proof of those six (6) monthly payments in January 2023. The employee must be in a paid status for all months in which the reimbursement is sought.

Employees must first apply for other reimbursements and/or loan forgiveness programs that they may qualify for (e.g. Public Service Loan Forgiveness). Reimbursement payments will only cover loan payments or portions of loan payments not covered by another tuition loan repayment program and/or a loan forgiveness program.

The District will reimburse normal, required payments only. Reimbursements will not be made if the requirement to make payments has been suspended for any reason. Reimbursement payments will not be made when a loan is past due, delinquent, deferred (in forbearance) or defaulted. The reimbursements will only be made for payments made to qualified educational lending institutions for U.S. based education borrowed by the employee for the employee's own education. If loans have been consolidated, proof of consolidation may be required. Loans from family members and tax qualified employer retirement plans (e.g. 401(k) plans) do not qualify.

Payments will only be made for student loans resulting from courses that meet both of the following criteria:

1. The courses were toward a degree or certificate program that was either a minimum requirement, desirable qualification, or a significant factor in the employee being hired or promoted into their current classification.

2. The courses were completed before the employee was hired or promoted into their current position.

Eligible education institutions include colleges, universities, vocational schools and other post-secondary institutions that are eligible to participate in federal student aid programs. Loans associated with education from unaccredited and/or fraudulent institutions are not eligible. The Human Resources Department and Management retain the right to make a final determination on eligible education institutions, eligible lending institutions and the relevance of the education to the employee's current classification. Employees must obtain pre-approval and must clearly document the applicability of the loan before reimbursements will be made.

This program is subject to IRS and other regulatory requirements, and is subject to change based on changing requirements and regulations. There is no guarantee the loan reimbursement payments will be pre-tax.

Section 18. Deferred Compensation

Commencing January 1, 2023, the District shall provide a matching contribution to an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code on behalf of each employee in the Unit. The matching contribution will be made with each normal monthly paycheck, and no match will be provided with buy-back contributions and leave cash out payments. The match amount with each paycheck will be the lesser of: 3% of the employee's base monthly salary as listed in the Salary Schedule; and the amount the employee is contributing with that paycheck. The annual total combined employee and employer contribution are subject to IRS limits.

This Article is intended to define the normal hours of work for full-time employees and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. "Full-time employees" means employees in this Unit who are employed by the District in permanent positions on a continuous basis, whose regular workweek is not less than forty (40) hours and who are paid a monthly salary, including such employees during their probationary period as well as permanent employees.

During the term of this Memorandum of Understanding, the parties agree to meet and discuss changing to a biweekly payroll.

Section 1.

The normal workweek is forty (40) hours work in five (5) workdays and two (2) days of rest in a seven (7) day workweek period (Sunday 12:01 a.m. through the following Saturday 12:00 midnight). Employees on a current five (5) consecutive workday schedule will not be changed to a split week except under the provisions of Sections 3, 4, and 5. The hours of work in a normal workday will be eight (8) consecutive hours exclusive of a lunch period of thirty (30) minutes to sixty (60) minutes.

All lunch periods will be thirty (30) minutes, except where a lunch period currently exceeds thirty (30) minutes, or where required to meet essential public service, or by mutual agreement with an employee.

An alternate workweek is a workweek other than a normal workweek. An alternate workweek is based on a fourteen (14) day period (two consecutive seven (7) day workweek periods). An alternate workweek consists of eighty (80) hours work in a fourteen (14) day period of:

1. Eight (8) workdays and six (6) days of rest;
2. Nine (9) workdays and five (5) days of rest; or
3. Ten (10) workdays and four (4) days of rest.

Alternate workweeks may be initiated by the District where it is expected to increase efficiency or reduce costs, following mutual agreement with Local 721. Alternate workweeks will be canceled by the District after notice by either party to the other party during the fourth week following notice except by mutual agreement. Alternate workweeks and alternate work schedules will be implemented to comply with South Coast Air Quality Management District's Regulation 15. The District will inform employees of a change to establish or discontinue an alternate workweek at least five (5) working days prior to the date the change is effective. The parties agree to meet regarding alternate work schedules upon request of either party.

Section 2.

Employees will be scheduled to work on regular work shifts having regular starting and quitting times. These work schedules will be made known to the employee and shall not be changed without notice to the employee at least five (5) working days prior to the date the change is effective. Employees on an alternate workweek shall receive four (4) working days prior notice for a change in work schedule. Violation of this time limit shall result in payment of the first eight (8) hours worked at the overtime rate unless the employee agrees to waive the required notice. If the change in starting or quitting time is one-hour or less, the required notice shall be deemed waived. For example, notice would

not be required when an employee's hours are changed from 7:00 a.m. to 3:30 p.m. to 6:30 a.m. to 3:00 p.m.

Section 3.

When an employee is directed not to report to work on a regularly scheduled workday and is required to work on a day which would otherwise be his/her scheduled day of rest, the employee shall be given at least three (3) working days prior notice except in situations covered by Sections 4 and 5.

Section 4.

Nothing in this Memorandum of Understanding shall limit the authority of the District's Management to make temporary assignments to different or additional locations, workdays, workweeks, work schedules, or work duties required for the maintenance of necessary operations during unanticipated conditions or during emergencies. For the purpose of this Memorandum of Understanding, unanticipated conditions and emergencies include situations which may adversely affect the health or safety of employees, the public or District property. However, such assignment shall not extend beyond the period of such condition or emergency.

Section 5.

Nothing herein shall be construed to affect in any manner whatsoever irregular workday or workweek assignments required for the maintenance of necessary operations.

Section 6.

Employees will perform their duties assigned by the District during their hours of work. Performance of duties does not include changing clothing, showering, or other

personal clean up at the beginning or prior to the conclusion of the work shift or other activities which are not assigned by the District, except in situations where a shower and/or a change of uniforms is necessary for the health or safety of an employee and/or necessary for the employee to return to work activities.

The parties agree that each employee shall be at their work location prepared to perform their assigned duties at the beginning of their shift, shall continue to perform their assigned duties until the conclusion of their shift except for lunch periods and authorized breaks, and that any past practice generally referred to as “change and shower time” was discontinued July 1, 1977.

Section 7.

Employees classified as Power Equipment Operator II, Power Equipment Operator III, Senior Power Equipment Operator and employees classified in the classification used for the training class for power equipment operation, and who are assigned to operate power equipment in the District’s Landfill Operations are not eligible or otherwise entitled to coffee breaks or rest periods during their normal scheduled workday.

Employees in the following classes who are assigned to the District’s Solid Waste Management Department shall only take coffee breaks or rest periods in conjunction with their lunch period:

- Compost Facilities Maintenance Mechanic
- Compost Operations Coordinator
- Compost Operations and Maintenance Coordinator
- Compost Operations Worker
- Compost Utility Equipment Operator I, II
- Equipment Service Worker I, II
- Green Waste Operator I, II
- Grounds Maintenance Coordinator
- Grounds Maintenance Worker I, II

Heavy Equipment Mechanic
Heavy Equipment Mechanic Apprentice I, II
Lead Grounds Maintenance Worker
Lead Maintenance and Construction Worker
Maintenance and Construction Worker I, II
Motor Sweeper Operator
Refuse Operations Helper
Refuse Site Attendant
Senior Compost Electrical and Instrumentation Technician
Senior Grounds Maintenance Worker
Senior Heavy Equipment Mechanic
Senior Maintenance and Construction Worker
Senior Welder
Solid Waste Operations Coordinator
Truck Driver
Truck Driver Trainee
Water Truck Driver
Welder
Welder Apprentice I, II

The parties mutually recognize and agree to fully protect the rights of all employees covered hereby to join and participate in the activities of SEIU Local 721 and all other rights of employees provided in the Government Code and other applicable laws.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of a legally protected category under the California Fair Employment and Housing Act (FEHA) or federal or state law prohibiting employment discrimination.

The District will make a sincere effort to recruit in the minority communities for vacancies in Blue Collar Unit classes.

Section 1.

The District and SEIU Local 721 agree to comply with the requirements of Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Safety and Health Act of 1973.

Section 2.

The District will make every reasonable effort to provide and maintain a safe and healthy place of employment.

Section 3.

It is the duty of all employees in the course of performing their assigned duties to be alert to District's safety rules and regulations and to unsafe and/or unhealthy practices, equipment and conditions. Employees may be subject to disciplinary action for failure to observe established safety standards and safe work practices including established and publicized safety rules and regulations of the District.

SEIU Local 721 will cooperate by encouraging all employees to perform their work in a safe manner.

Section 4.

Employees shall report any unsafe and/or unhealthy practices or conditions to their immediate supervisor. If the conditions reported by an employee cannot be satisfactorily remedied by the immediate supervisor within one (1) business day, the employee or their representatives may submit the matter to the Human Resources Manager. Provided the Human Resources Manager is available, safety suggestions will be reviewed and within five (5) business days after receipt of the suggestion the employee will be informed of any

recommended action necessary to correct the condition. The Human Resources Manager will keep the employee informed of progress until the condition is corrected.

Upon request by the Union, or in an emergency situation, the Human Resources Manager, or their designated representative, will respond or take corrective action within three (3) days. If the employee or SEIU Local 721 believes that the recommendation of District's Management would not remedy the condition, they retain the right to appeal to the California Division of Industrial Safety.

Section 5.

When the Los Angeles County Community Health Service informs the District that they are making available a preventive service which they provide and which in their professional judgement they would recommend for groups of District's employees because of possible job related exposure, the District will post the information on District bulletin boards. The District will pay for this service for employees in such work environments, when the employees request the service. Employees will obtain the service on their own time except when the service is available only during working hours or when the District instructs employees to obtain the service.

When District's Management determines that, due to exposure to potential environmental hazards at District's work sites, it is appropriate to do so, employees may be required to have one test conducted per year to determine if acceptable levels of lead or other contaminants are exceeded.

Section 6.

The District will continue to maintain complete first aid kits at all work facilities.

Section 7.

At each work location, the District will post CAL/OSHA bulletin “Safety and Health Protection on the Job” in a place accessible to all employees and have available a copy of CAL/OSHA General Industry Safety Orders for reference purposes.

Section 8.

The District will provide appropriate safety equipment where required for the safe performance of assigned duties. An employee to whom such equipment is issued will wear or use the equipment when required and will be responsible for the equipment issued to them.

Section 9.

Supervisory personnel will conduct meetings with employees monthly or as needed to emphasize safety. Employees are encouraged to ask for clarification if they have difficulty understanding any safety related information being communicated. Upon request, the District shall provide translation of the safety information into an employee’s primary language. In addition, all required safety classes will be reviewed in the employee’s primary language upon request.

Section 10.

When an employee is injured at District’s work and an authorized District representative determines that the injured employee should not transport themselves to an emergency medical facility, when available, a District’s vehicle will be used to transport an employee who is injured at District’s work for emergency treatment. When no District’s vehicle is available and an employee is transported in a privately owned vehicle, the owner

of the privately owned vehicle will be reimbursed for the round trip to the location of the emergency treatment at the District's auto mileage rate for such reimbursement. When it is determined that an employee's industrial injury requires transportation by ambulance, ambulance transportation will be provided at no cost to the injured employee. In the absence of an authorized District representative, decisions regarding the transportation of an apparently seriously injured employee may be made by other employees who are present and able to make the decision.

Section 11.

In order to provide a drug free work place consistent with the Drug Free Workplace Act of 1988 and in the interests of providing a safe work environment for employees, the District and SEIU Local 721 support the District's Alcohol and Drug Abuse Policy. The Alcohol and Drug Abuse Policy applicable to employees in this Unit can be found in Appendices A and B of this Memorandum of Understanding.

Section 1.

Where there is a demonstrated District's need for on-the-job training, Management will provide the opportunity for on-the-job training including temporary assignments to different work duties, responsibilities and locations for the purpose of training or providing experience for promotion. Nothing herein shall be construed as limiting Management's authority to make temporary assignments to different work duties and responsibilities for the purpose of training or providing experience for promotion. Such temporary assignments will not extend beyond the period of time necessary to qualify for the higher level class except by mutual agreement. Management will inform employees when they are assigned to training programs including the approximate length of such training. Written confirmation of such assignment will be placed in the employee's personnel file. Management agrees to make information concerning new training programs available to SEIU Local 721 and employees in the Unit. Management will review and consult with SEIU Local 721 regarding proposals submitted by SEIU Local 721 for training programs. Nothing in the Transfers, Promotions or Working Out-of-Class Articles of this Memorandum of Understanding shall be construed as limiting Management's authority to accomplish the purposes of this Section.

Section 2.

Management agrees that training programs will not be established to deprive qualified employees of higher earnings.

Section 1.

It is the policy of the District to provide the opportunity for fully qualified District employees to transfer to new or vacant authorized positions.

Section 2.

“Transfer” means permanent change from a position to another vacant, authorized, permanent position at another District location or to another Department or Section at the same location. “Permanent position” means an authorized position in the District’s official Table of Organization which is anticipated to have a continuing duration of six (6) months or longer.

Section 3. Vacant Positions Advertised for Transfer

a. When the District plans to permanently fill a vacant position in this Unit by transfer, the District’s Human Resources Manager will post a notice of such vacancy. The notice may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. The notice will give District’s employees in the same class at least five (5) business days to submit a written request to the District’s Human Resources Department to be considered for transfer to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit his/her request if he/she can submit reasonable proof that he did not have an opportunity to be aware of the notice.

b. In selecting a qualified person for the vacancy, the following procedure will be utilized. All qualified applicants will be considered. Seniority within the classification series will be one factor in the evaluation process and count for up to ten (10) percentage

points of a candidate's overall score. Each year of District service within the classification series will count as .25 percentage points. Seniority point(s) will only be awarded to those that have an overall passing score. If two or more of the applicants have substantially equivalent qualifications including special qualifications which are relevant to the specific vacancy, Management will transfer the applicant with the most seniority in the District. For the purpose of this Section, seniority will be based upon total continuous service in the District. In the event two (2) or more employees were hired on the same date, their seniority for transfer will be based on the seniority of each in the series of the District's classification plan in which the authorized vacancy exists. An employee may request their ranking in thirds on each weighted selection measure and ranking overall. An employee may request their actual overall score, which includes any seniority points. Information pertaining to ranking and overall score must be requested from Human Resources in writing no later than three (3) business days following notification of the results of the selection process. Human Resources will provide the information described above within three (3) business days of the request. Employees whose overall rating is less than competent on their last evaluation may be selected for transfer only with mutual agreement of the affected supervisors and with an extension of the probationary period. During an employee's initial probationary period, an employee may transfer to a vacant position in the same class only if the employee's probationary period is extended. Probationary employees in the classifications of Assistant Treatment Plant Operator and Treatment Plant Operator I are not eligible for transfer. When an employee has been accepted for transfer, they will be notified as soon as possible of the effective date of the transfer.

Section 4. Administrative Transfer

Due to the operational needs of the District, when a work unit is to be transferred from one District location or facility to another location or facility, employees with the most seniority in the affected classifications at that location or facility will be given the first option of transferring to the location. In the event no employee with more seniority elects to be transferred, the employee with the least seniority in his/her classification at this location will be transferred to the new location or facility.

Section 5. Disciplinary Transfers

Transfer will not be made solely for the purpose of discipline against an employee unless the employee agrees to the transfer.

Section 6. Temporary Reassignments

When there is a need to reassign an employee on a temporary basis, not to exceed six (6) months, the District will reassign the qualified employee with the least seniority in the class from the location, Department or Section where the work load will permit, subject to the mileage provisions of Section 4 of Article 5, Special Pay Practices. Management will ask for qualified volunteers before selecting the qualified employee with the least seniority in the District for temporary reassignment.

Section 1.

It is the policy of the District to promote District's employees who are qualified and eligible to new or vacant authorized positions and to conduct all selection processes covered under this Article in a fair and equitable manner consistent with the current EEOC selection guidelines.

When the District determines the need to fill vacant permanent positions in a class and when there are District employees who are qualified to apply, the District will either: (1) conduct a selection process for the class for all qualified applicants; or (2) convert hourly employees who have performed comparable duties as an hourly employee for eighteen (18) months.

Section 2.

"Qualified applicants", for the purpose of this Article, are hourly District employees, who are currently employed and have been employed by the District for twelve (12) months or longer, or monthly District employees who apply to compete in a selection process and who meet the minimum requirements. An employee is not considered a qualified applicant if they were previously unsuccessful in the classification within the previous one (1) year unless they can demonstrate additional relevant education, experience, certifications, or licenses since leaving the classification. Employees whose overall rating is less than competent on their last performance evaluation are not qualified applicants. "Eligibles" are qualified applicants who pass the selection process and any required tests and who possess any required license. In the event there are fewer than seven (7) qualified applicants for promotion or transfer or fewer than seven (7) eligibles following

a selection process, the District retains the right to recruit persons outside of the District's service when necessary to meet the needs of the District.

Section 3.

When the District plans to fill permanent positions in this Unit by promotion, the District's Human Resources Manager will post a notice of such vacancy. The notice may be used to fill an individual position or to fill all vacancies in a classification of work which may occur during a period of up to twelve (12) months. The notice of vacancy will include the names of the interviewers. In selecting an eligible person for the vacancy, the following procedures will be utilized:

a. The notice will give employees in the District at least five (5) business days to submit a written request to the District's Human Resources Department to be considered for promotion to the vacant position. Subject to the needs of the District, an employee may be allowed up to a maximum of ten (10) business days to submit their request if they can submit reasonable proof that they did not have an opportunity to be aware of the notice because of circumstances beyond their control.

b. All employees who apply and meet the minimum experience, education and license requirements as stated in the class specifications, will be permitted to compete in the selection process. The selection process may consist of any measure or combination of measures of achievement, skill, experience, aptitude or interest which are determined by the District to be appropriate for the vacant position including, but not limited to, an interview, a written test, a performance test or a review of the employee's personnel file. The measures will be designed to cover factors required for successful job performance,

such as skills, knowledge and abilities. Candidates will be advised of the types of measures to be used and the relative weights of each measure on the posted notice of vacancy. Each applicant will be rated on the same questions and/or tests when they apply for the same classification. Employees will be allowed to take an examination after three (3) months have elapsed from the prior administration of the same examination.

c. The selection interview boards for promotions will include at least two (2) management or supervisory employees selected by the District. If an employee objects to a proposed member of an interview board, SEIU Local 721 and the District will discuss substitution of the proposed interviewer prior to the closing date listed on the posting. The exercise of rights in Section 3c of Article 12, Promotions, will not delay a selection process in any manner.

d. The District's appointing officer will select from among the three eligibles with the highest final rating. If the two highest ranking applicants have equal qualifications on all of the factors and/or measures used to determine suitability for the vacant position, Management will promote the applicant with the most seniority in the District. Upon request by an eligible among the three eligibles with the highest ratings, the appointing officer will inform the eligible for the reason why they were not selected. Each applicant may contact the Human Resources Department to review their performance in the selection process. The review, to be conducted by a member of the interview panel or Human Resources Department staff, may consist of discussion designed to advise the applicant of any specific areas needing improvement. Where possible, sample questions will be

provided to assist the employee. An employee may request their ranking in thirds on each weighted selection measure and ranking overall. An employee may request their actual overall score. Information pertaining to ranking and overall score must be requested from Human Resources in writing no later than three (3) business days following notification of the results of the selection process. Human Resources will provide the information described above within three (3) business days of the request. Human Resources staff will regularly audit/review selection processes. Upon request of the Union, Human Resources staff will attend interviews for up to one (1) selection process per quarter.

e. All employees who receive a promotion will receive the salary of the higher class during a probationary period of six (6) months (eighteen [18] months for employees classified as Assistant Treatment Plant Operator), which may be extended for a period not to exceed an additional six (6) months when required for the employee to demonstrate proficiency in the higher class. During an employee's initial probationary period, an employee may promote to a higher level class only if the employee's probationary period is extended. When a permanent employee fails to satisfactorily complete the probationary period, they will be returned to a position in their former class without loss in seniority in that class. By mutual agreement between the employee and the District, the employee may remain at their current work location by applying for a vacant position in another classification and successfully completing the applicable selection procedure.

f. In the event that there are seven (7) or fewer eligibles and the District determines it necessary to fill the vacant position by recruiting outside the District, SEIU Local 721 will be informed.

District's Management will continue to make every reasonable effort to provide adequate, safe, free parking facilities in approved areas for employees who regularly find it necessary to use their own vehicles for transportation to their work location and to provide parking facilities in approved areas nearest the employee's work location for evening and night shift personnel.

Section 1. Employee Organization Leave

SEIU Local 721 may have not more than three (3) employees in this Unit on leave of absence to accept employment with SEIU Local 721. However, the District reserves the right to deny a request for leave if the leave interferes with the operation of the District. The Districts may authorize up to fifteen (15) employees in this Unit on a single day leave of absence to accept employment with SEIU Local 721. To evaluate the interference with District operations, Management will take into consideration the uniqueness of the work performed by the employee, the size of the facility and class, and the need to perform public service.

The employee must have a minimum of one (1) year of continuous employment with the District. The requested leave shall only be granted if the reason for the leave is to conduct SEIU Local 721 business assisting another public jurisdiction or for other lawful purposes. The employee will be allowed time off without loss of salary and benefits not to exceed sixty (60) days per calendar year, to be used no more than thirty (30) days at a time in each half of the calendar year. SEIU Local 721 will reimburse the District for the salary and benefits paid to the employee during periods of absence due to Employee Organization Leave. SEIU Local 721 will pay all invoices for Employee Organization Leave within 60 business days of receipt of the invoice.

Section 2. Educational Leave

Subject to the staffing needs of the District, consideration will be given to requests for educational leave without pay by a permanent employee upon written request to the District's Human Resources Manager and approval by the District of a plan for schooling

designed to improve the employee's value to the District and evidence of acceptance by an accredited college, university or trade school.

Section 3. Medical Leave

Medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon a permanent employee's written request to the District's Human Resources Manager, subject to submission of medical evidence satisfactory as establishing the employee's medical need. The District reserves the right to have the employee examined by a physician selected by Management at the District's expense to confirm the need for medical leave.

Section 4. Birth of a Child

Expectant parents can request an unpaid leave of absence for up to one (1) year. Leave for the birth of a child beings at, whichever comes first:

- The birth of the child
- One (1) month prior to the anticipated birth of the child, if the employee elects to start a continuous leave of absence.
- The first instance of leave taken from work due to a pregnancy related absence and the employee does not return to work prior to the birth of the child.

Leave must be requested and approved by the employee's Section and Department Head as well as Human Resources prior to the employee taking leave. Employees must submit their proposed leave including any use of paid time off, unpaid time off, and any requests for a

temporary part-time work schedule. Prior to taking leave, the employee must establish how the timekeeper/supervisor will be informed of how time will be allotted for each day.

a. Paid Leave

In order to use any paid leave time during the leave, an employee must meet the eligibility requirements for paid time off, except that a pregnant employee may use full-pay sick leave for one (1) month prior to the anticipated birth of the child and six (6) weeks after the birth of the child (eight-weeks for a C-section) without submitting a doctor's note. For example, employees wanting to use vacation will have to receive pre-approval for the time off.

b. Maintaining District's Service and Benefits

Employees on leave are not required to use their vacation, compensatory time, or Family Medical Care Leave prior to using Authorized Absence Without Pay (AWOP). If an employee on leave uses AWOP for ten consecutive workdays, they will have a break in Districts' service that may affect future evaluation and step increase dates as well as employee benefits (e.g. medical insurance). Employees may alternate five (5) days of paid leave with up to nine (9) days of AWOP to avoid breaks in service. To be paid for a holiday an employee must have a fully paid day immediately before or after the holiday. Employees, who have been continuously in a non-paid or partially-paid status, may not use full-pay accrued time such as vacation, banked holidays or compensatory time to qualify to be paid for holidays.

c. Employee's Monthly Status

A monthly employee's status will not change while they are on approved leave. While on leave, an employee's status will remain the same, as monthly, even if they do not work full-time. If an employee is in a paid status or uses Family Medical Care Leave during a given month, the Districts' contribution to the medical insurance premiums will be made on their behalf.

Section 5. Emergency Leave

Subject to the staffing needs of the District, emergency leave without pay may be granted upon written request by a permanent employee with at least six (6) months continuous competent service with the District if the employee can demonstrate that the leave is necessary for personal reasons beyond their control or will serve to improve their ability as an employee of the District. Emergency leaves will be limited to one (1) month. With approval of the Chief Engineer and General Manager an emergency leave may be granted up to a maximum of one (1) year. Emergency leave will not be granted if the employee has full and/or partial pay leave available for the absence and/or if the employee would otherwise qualify for FMLA/CFRA.

Section 6. Military Leave

Military leave shall be granted in accordance with applicable federal and state laws. Employees must submit written verification of service prior to approval for a military leave.

Section 7. Family and Medical Leave (FMLA/CFRA)

The District will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations with respect to such leave are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Family Rights Act (“CFRA”).

Employees are not required to use leave under FMLA, but once they request and are approved for such leave, they may utilize their vacation, compensatory time, banked or floating holiday, or current or carryover sick leave concurrently. Employees who are on leave due to their own injury or illness may also use partial pay sick leave in accordance with the requirements outlined in Article 6, Section 8b.

Employees when serving as jurors or witnesses, when under subpoena issued by a court or commission legally empowered to subpoena witnesses, shall be permitted to retain any mileage fees paid to them.

During the time a full-time employee is required to be absent while serving on a jury when ordered to serve or is required to be absent as a witness by a subpoena properly issued by a court or commission legally empowered to subpoena witnesses, except as a party or expert witness, the employee will continue to receive their regular salary up to forty (40) hours per year provided the employee deposits their fees other than mileage with the District. Subject to approval of the Human Resources Manager, jury duty pay shall be extended if the Jury Commission or Judge of the Court submits a written request.

During the time the employee is reporting for jury duty, the District will convert their regular schedule to a five day, forty-hour, Monday through Friday, day-shift schedule.

“Personnel file” when used in this Memorandum of Understanding means the District’s personnel file for an employee which is prepared by District Management and maintained by the District’s Human Resources Department. The file may include various records and correspondence prepared or requested by Management to document the work record and related activities of District personnel.

Upon request, a personnel file shall be opened for inspection by the employee or by their representative with the written consent of the employee concerned. Upon request, an employee or their representative with the written consent of the employee concerned shall be provided with a copy of any materials placed in the employee’s personnel file. Confidential recommendations received from other employers and persons at the time the employee was hired will not be released for inspection.

When adverse material is to be placed in a personnel file, the District shall (1) notify the employee; (2) upon their request, discuss the matter with them; and (3) request the employee to initial such material merely to confirm that they have seen it. Upon request by the employee, Management will remove written warnings on infractions, which have not recurred after two (2) years, from their personnel file including such written warnings when part of an official permanent record. Written warnings that require retention longer than two (2) years, will not be removed until after the retention requirement has expired. For example, and in accordance with the *Policy Regarding Vehicular Accidents*, a written warning for a first vehicular accident will not be removed after two (2) years, but may be removed after five (5) years. Any adverse material in a personnel file which is withheld

by the District from inspection by the employee or their representative may not be used by Management in any disciplinary action against the employee.

Each year the District will give each employee a statement of the number of days of vacation, sick leave and other paid time off available to them. At other times during the year employees will be given this information upon request to the District's Human Resources Department.

Section 1. Discharge, Demotion, Suspension

The District retains the right to terminate the employment of new employees who have not completed their initial six (6) months (twelve [12] months for employees classified as Maintenance and Construction Worker I, Maintenance and Construction Worker II, General Services Worker I, General Services Worker II, Grounds Maintenance Worker I, Grounds Maintenance Worker II, Site Maintenance Worker, employees at the Apprentice I level of various classifications in the unit, and eighteen [18] months for employees classified as Assistant Treatment Plant Operator) of probationary employment without cause of any kind and without providing due process.

Except as above, it is the right of the District to discharge, demote and suspend employees for just cause. Prior to discharging, demoting or suspending an employee five (5) days or more, whenever practicable, the District will first advise the employee in writing of the intent to take such disciplinary action and the reasons for the intended disciplinary action. Except as above, the District will not discharge, demote or suspend an employee except for just cause, and whenever practicable, will inform the employee prior to or at the time of the disciplinary action.

Section 2. Voluntary Demotions

An employee who, as a result of a voluntary demotion, would receive a reduction in salary, will be advanced one (1) step for every two (2) years of competent District service not to exceed step four (4) of the salary range of the classification to which the employee is demoting.

Section 3. In Lieu of Layoff and Layoff

a. The District agrees not to contract out work of the employees in the Blue Collar Unit solely for the purpose of laying off permanent employees in the unit.

In the event of a site closure, reorganization of District's work, or measures taken by the District to improve District's operations which result in a reduction in the number of employees in this Unit and the District makes the determination that it will be necessary to lay off District employees, whenever possible the District will inform the employees involved at least thirty (30) days prior to the effective date of the layoff and meet and consult with SEIU Local 721 on the impact of such site closure. Prior to invoking the in lieu of layoff or layoff procedure the District will return any monthly temporary status employee to his/her permanent classification.

In lieu of layoff, qualified employees will be given the opportunity to (1) transfer to authorized positions in the same classification or (2) demote to authorized positions in lower classifications in the same class series, where the employee possesses the specialized skills of the position, or (3) demote to authorized positions in lower classifications if they have formerly worked for the District in the lower class recognizing the fact that this may result in the layoff of employees. Seniority for transfer and demotion in lieu of layoff will be determined by length of service with the District in the classifications, including service in a higher level class in the same class series, from which the employee is transferring or demoting.

Management will reassign or transfer affected employees to vacant authorized positions in this Unit for which they qualify or will train affected employees for other

vacant authorized positions in this Unit for which they qualify in order to retain their services. Employees transferred to such vacant positions will be required to pass a six (6) month (eighteen [18] months for employees classified as Assistant Treatment Plant Operator) probationary period in their new assignment for retention as a District employee.

When an employee does not elect to be transferred or demoted in lieu of layoff, the layoff provision will be invoked. Prior to laying off employees, qualified employees will be given the transfer and demotion options outlined in the preceding paragraph. Employees in a classification subject to layoff will be laid off in reverse order of seniority with the District and by employment status. The first group to be laid off or released from duty will be employees working for temporary agencies performing comparable duties and those employees with temporary or hourly status. The second group to be laid off will be employees not yet completing their six-month (eighteen [18] months for employees classified as Assistant Treatment Plant Operator) probationary period following original employment. The third group to be laid off will be permanent employees rated less than competent on the last performance evaluation. The fourth group to be laid off will be permanent employees rated competent or better on the last performance evaluation. Layoff will be according to reverse seniority within each group.

b. In the event an entire District's facility is operated and maintained by a private company or public agency the District will require that all District employees permanently assigned to the facility be employed by the contractor or public agency at the District employee's salary and benefit level until the expiration date of this Memorandum of Understanding.

c. When the District combines classifications, work duties or job functions in an effort to achieve greater efficiencies, District employees will be offered training. Employees must demonstrate proficiency in the new or combined class on an objective test.

District employees who do not qualify for the new or combined class will be retained in their current classifications. The current classification will be designated as dormant and will be abolished on July 1 of the year following the year in which the classification was designated as dormant. The dormant classifications will not receive any cost of living adjustments. Employees will be retained in their dormant classification until they become proficient in the new or combined classification or until July 1 of the following year. Employees who do not become proficient by July 1 of the following year will be given the opportunity to demote to vacant positions which have been approved for filling in a lower classification if they have formerly worked for the District in the lower classification or be placed in vacant positions in this Unit which have been approved for filling for which they qualify.

Section 4. Recall

When a vacancy occurs in a class from which employees have been laid off, or transferred or demoted in lieu of layoff, within two (2) years from the date of such layoff or demotion, the vacancy will be offered to those employees possessing the necessary job related skills, in order of their seniority and employment status with the District at the time of such layoff or demotion, before the District will attempt to recruit outside the District. Recall for employment offers will be in the following employee status order: (1) qualified,

permanent employees rated competent or better by seniority, (2) qualified, permanent employees rated less than competent in order of seniority, (3) qualified, probationary employees by seniority, (4) qualified, temporary status employees in order of seniority, then (5) hourly employees. Recall will be according to District seniority within each group.

Section 5. Job Abandonment

An employee who fails to report to work for three (3) consecutive work shifts for which the employee is scheduled to work without giving notice to the District will be considered to have voluntarily resigned from employment. The District shall send a letter to the employee's last address on record notifying them of the District's acceptance of their voluntary resignation from employment due to job abandonment. The employee may be reinstated if the employee provides documentation to the satisfaction of the Assistant Chief Engineer and Assistant General Manager that their failure to report to work was the result of reasonable extenuating circumstances beyond the employee's control. Documentation must be received within 48-hours of the delivery of the District's letter to the employee notifying them of the District's acceptance of their voluntary resignation. Employees have no right to due process and/or grievance if deemed to have resigned as a result of job abandonment.

Section 6. Unauthorized Absence

Employees are expected to make arrangements for anticipated absences from work with a reasonable amount of advance notice. When an employee is unable to be at their work location at their starting time on a day for which no previous arrangements have been made for absence or lateness, it is the employee's responsibility to call in and advise their

immediate supervisor as to the reason for and anticipated duration of their absence. The employee is required to call in, in the same manner, on each subsequent day of absence unless other arrangements are authorized by the employee's supervisor.

When these above provisions are adhered to, supervisors have the authority to allow absent employees authorized leave time, depending upon the nature of the absence such as sick leave, personal leave, vacation and authorized absence without pay.

Failure to call in as required above, or failure by the employee to obtain authorized paid or unpaid leave time from his supervisor, constitutes an unauthorized absence. When employees are absent from work in an unauthorized status, the following disciplinary steps are to be taken:

All periods of unauthorized absences, including whole and/or partial days, must be documented by means of a memorandum from the employee's supervisor to the employee with a copy of the memorandum forwarded through the appropriate departmental management to the Human Resources Department for inclusion in the personnel file.

A second period of unauthorized absence occurring within 12 months from the first such absence will result in a one day disciplinary suspension without pay (in addition to the day(s) of unauthorized absence).

In addition, a memorandum will be given to the employee advising that any subsequent unauthorized absence within that 12 month period will be cause for further disciplinary action including possible termination.

The Districts are aware that extenuating circumstances may occur which would make it impossible for an employee to either make prior arrangements for an absence or to call anyone on the day of the absence. These exceptions are to be evaluated on an individual basis.

The District will provide five (5) uniform changes per week for employees in all classes in the Unit and:

FIVE (5) UNIFORM AND FIVE (5) COVERALL CHANGES PER WEEK FOR THE FOLLOWING CLASSIFICATIONS

- Lead Diesel Equipment Mechanic
- Senior Diesel Equipment Mechanic
- Diesel Equipment Mechanic Apprentice I, II
- Heavy Equipment Mechanic
- Heavy Equipment Mechanic Apprentice I, II
- Welder
- Welder Apprentice I, II
- Equipment Service Worker

The District will provide a set of coveralls upon an employee’s request, not to exceed one (1) set of coveralls in a workday, when an employee’s supervisor determines that the employee’s assignment warrants the wearing of such protective clothing.

When an employee is assigned the duties of a class which would entitle them to a more frequent uniform change, they will receive the number of uniforms per week specified for that class. Uniform shirts may be required to be tucked in.

Bargaining unit employees will be reimbursed up to \$225 once every calendar year for the purchase of work boots to be used exclusively for District work.

The parties agree that in the event of overpayments on payroll warrants made by the District to an employee, Management will notify the employee of the overpayment prior to making any deductions to recover such overpayment. If the total overpayment is less than ten percent (10%) of the employee's gross monthly earnings, the amount of the overpayment will be deducted from the employee's next regular payroll warrant (normally paid on the 10th of the month). If the total overpayment is in excess of ten percent (10%) of the employee's gross monthly earnings sufficient deductions of five percent (5%) of the overpayment will be taken twice monthly from the employee's payroll warrants until the overpayment has been recovered, unless upon request by the affected employee, Management and the employee agree to mutually acceptable alternate method of repayment. If the employee terminates employment with the District before repayment has been fully recovered, the balance due will be deducted from the employee's final payroll warrant.

In the event of an overpayment resulting from an electronic transfer error, the entire amount overpaid will be recovered automatically by the District or its payroll service by electronic debit. Should there be insufficient funds to accomplish the total recovery, amounts will be deducted from successive payroll warrant(s) and/or electronic transfer until the total overpayment is recovered.

In the event of an underpayment or failure to issue a payroll warrant Management will take every reasonable measure to insure the full payment to the employee as soon as possible, but in no event longer than four (4) business days from the date the employee notifies the Human Resources Department.

Section 1. Definition

For the purpose of this Article, a classification study is a study by the District's Human Resources Department of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Procedure

Once every two (2) years, a request for a classification study by an employee who believes their position is misclassified can be submitted in writing to the District's Human Resources Manager with a completed copy of a Human Resources Department Classification Questionnaire.

Management agrees that all classification study requests shall be promptly acknowledged and the employee will be informed in writing as to the estimated date of completion of the study.

The District's Human Resources Manager will conduct a study and report the findings in writing to the employee within four (4) months except that studies involving fewer than three positions will be completed within three (3) months. These time periods may be extended by mutual agreement of the parties. The District's Human Resources Manager, upon request, will report the written findings to and/or consult with SEIU Local 721.

When the above procedures have been completed, the District will initiate the steps required to implement the findings of the study.

Section 1. Definition and Intent

For the purpose of this Article, an out-of-class assignment is the full-time performance of the significant duties and responsibilities of an authorized position in one classification by an employee in a position in another classification. It is not an out-of-class assignment when an employee substitutes for their designated supervisor except when they substitute for more than twenty-five (25) consecutive working days. It is the intent of Management whenever possible to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 2. Procedure for Submitting Request

When an employee or a supervisor believes they or a subordinate employee has worked in an out-of-class assignment for longer than twelve (12) working days in a twelve (12) month period they may request for out-of-class pay, in writing, to the Human Resources Department.

An employee who submits such a request because they believe that they are performing the duties and responsibilities of another District's classification, will identify that class on a form available from the Human Resources Department and state in writing that they believe they have performed the significant duties and responsibilities of a position in that class for longer than twelve (12) working days in a twelve (12) month period. The request must be submitted to the Human Resources Department within six (6) months of the alleged working out-of-class assignment.

The District's Human Resources Manager will review the request and determine whether a notice of vacancy should be posted.

Section 3. Procedure for Review of Request

When an employee or supervisor has properly filed such a request, the Human Resources Department will review the request within two (2) months. If it has been determined that the employee has been working out-of-class:

- a. for twelve (12) working days in a twelve (12) month period, they will be paid at the rate of the higher class effective the first day and for each day the employee works out-of-class; or
- b. when substituting for their supervisor for twenty-five (25) consecutive working days, they will be paid at the rate of the higher class effective the 26th day and for each day the employee works out-of-class. The employee will be paid working out-of-class pay until Management (1) appoints the employee to a position of the higher class, subject to the District's selection procedures, or (2) until the employee returns to an assignment within their current classification.

Section 4. Compensation for Working Out-Of-Class

Out-of-class pay will be based upon the employee's present salary in relation to the salary range of the class normally utilized to perform the assigned duties. The equivalent of one step (5.5%) increase will be authorized, except in the following cases:

- 1. When the first step of the higher salary range is more than 5.5% above the employee's current salary, the employee will be compensated at step 1 of the higher salary range; or

2. When the employee is on step 5 of their current salary range, and step 5 of the higher salary range would provide an increase of less than 5.5%, the employee will be compensated at step 5 of the higher salary range.

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, harassment, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definition

- a. “Employee” means either employee or employees as appropriate.
- b. “Grievance” means a written complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and their immediate supervisor.
- c. “Informal grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions which the employee attempts to resolve in an informal manner with their immediate supervisor.
- d. “Business days” means calendar days exclusive of Saturdays, Sundays, and holidays listed in Article 6, Section 2.
- e. “Immediate supervisor” means the person designated by the District as the employee’s immediate supervisor.

Section 3. Responsibilities

a. SEIU Local 721 will encourage an employee to discuss their complaint with their immediate supervisor in a sincere effort to resolve the complaint without the need to file a written grievance.

b. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with them at a mutually satisfactory time in a sincere effort to resolve the complaint.

c. The employee will discuss the complaint with the immediate supervisor in a sincere effort to resolve the complaint prior to filing a written grievance.

d. SEIU Local 721 and the District's Human Resources Manager, upon request, will advise the employee of the necessary information to process the grievance in compliance with the grievance procedure.

Section 4. Waivers and Time Limits

a. Time limits at all steps for Management will begin when the written grievance is received in the District's Human Resources Department or when, at the request of the grievant, the appropriate, designated Management representative at each step calls the District's Human Resources Manager or their designated representative and informs them of the receipt of the grievance.

b. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

c. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.

d. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration or just cause for delay.

e. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. General Rights and Restrictions

a. An employee has the right to the assistance of a representative in the investigation and preparation of their written grievance, and to represent them in grievance meetings. This right includes the right to assistance and representation by a SEIU Local 721 Representative but does not give the employee the right to be represented by any other employee organization. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.

b. An employee may present their grievance to Management on District's time. In scheduling the time, place, and duration of a grievance meeting, both employee and Management will give due consideration to the duties each has in the essential operation of the District. No employee shall lose their rights because of Management imposed limitations in scheduling meetings. When an employee has indicated a SEIU Local 721 Representative is to represent the employee, the District will advise the Representative of the time, place and location of the grievance meeting.

c. Only a person selected by the employee and made known to Management at least one (1) business day prior to a scheduled grievance meeting will have the right to represent or advocate as an employee's representative.

d. If a person scheduled to attend a grievance meeting is unable to attend, they shall inform the other party as soon as possible.

e. If the employee elects to be represented in a grievance meeting, the District may designate another Management representative to be present at such meeting.

f. If an employee requests to be represented by SEIU Local 721, only stewards in this Unit or authorized SEIU Local 721 staff representatives may represent them in grievance meetings.

g. Management will notify SEIU Local 721 of any grievances involving the terms and conditions of this Memorandum of Understanding. A SEIU Local 721 representative has the right to be present at any grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding. If a SEIU Local 721 representative elects to attend any grievance meeting, they must inform the District's Management prior to such meeting. Management may also designate a Management representative to be present at such meeting.

h. In the event an employee designates a SEIU Local 721 representative to represent them, by having the SEIU Local 721 representative sign the grievance form, the District will send a copy of the response resulting from the grievance hearing to SEIU Local 721.

i. Only District employees who have direct, firsthand knowledge of the event giving rise to the grievance may be called and attend hearings on District's time without loss of pay. Such employees shall not log overtime.

j. An adequate supply of grievance forms will be available in the office of the District's Human Resources Manager to all stewards and SEIU Local 721 representatives.

Section 6. Procedure

Step 1. Middle Management

a. Within fifteen (15) business days from the occurrence of the matter on which a complaint is based, or within fifteen (15) business days from their knowledge of such occurrence, an employee may file a written grievance. Three (3) copies of the District's grievance form will be completed by the employee stating the nature of the grievance and the remedy they request. The employee will submit one (1) copy to the Human Resources Department, one (1) copy to their immediate supervisor and retain the third copy. The District's hearing officer will discuss the grievance with the employee and their representative within five (5) business days.

b. Within ten (10) business days after meeting with the employee, the hearing officer will give their decision in writing to the employee.

Step 2. Chief Engineer and General Manager

a. Within five (5) business days from the employee's receipt of the decision resulting from the previous step, the employee may appeal to the Chief Engineer and General Manager using the original copy of the grievance.

b. Within fifteen (15) business days after receipt of the employee's grievance, the Chief Engineer and General Manager or his/her designated representative, at the Assistant Department Head level or above, from a Department that has not been involved in the grievance in prior levels will make a thorough review of the grievance and meet with the parties involved. Within fifteen (15) business days after the meeting, the Chief Engineer and General Manager, or his/her designated representative, at the Assistant Department Head level or above, from a Department that has not been involved in the grievance in prior levels, will give a written decision including the reasons to the employee. Upon request, a copy of the decision will be given to the SEIU Local 721 representative.

c. The written decision of the Chief Engineer and General Manager or his/her designated representative, at the Assistant Department Head level or above, from a Department that has not been involved in the grievance in prior levels shall be final except for grievances which are submitted to arbitration pursuant to Section 7 of this Article.

d. If the Chief Engineer and General Manager or his/her designated representative, at the Assistant Department Head level or above, from a Department that has not been involved in the grievance in prior levels fails to reply within the time limits specified, SEIU Local 721 may submit the grievance to arbitration, as provided for hereinafter, within fifteen (15) business days following the expiration of the time limit.

Section 7. Arbitration

a. Within fifteen (15) business days from the receipt of the written decision of the Chief Engineer and General Manager or his/her designated representative, SEIU Local 721 may request that the grievance be submitted to arbitration as provided for herein.

b. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and discharges, disciplinary demotions and suspensions for more than one (1) day may be submitted to arbitration hereunder. In no event shall such arbitration extend to the interpretation, application, merits or legality of any federal and state laws and regulations and current District's laws unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted.

c. In the event SEIU Local 721, on behalf of an employee whom it has represented in the processing of a grievance, desires to request that the grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to the District's Human Resources Manager which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

d. Within five (5) business days from receipt of the written request for arbitration, the parties will attempt to select a mutually acceptable neutral arbitrator. If after five (5) business days they cannot agree on a neutral arbitrator, SEIU Local 721 will obtain a list of arbitrators from any source of such service mutually acceptable to them. If a fee is required for the list of arbitrators, SEIU Local 721 will be responsible for that cost. They will select an arbitrator from such a list by mutual agreement or by the alternate striking of names on such list. The party to strike the first name will be determined by chance.

e. Arbitration of grievances hereunder will be limited to the grievances as originally filed by SEIU Local 721 on behalf of an employee whom it has represented in the processing of this grievance to the extent that said grievance has not been satisfactorily resolved.

f. The fees and expenses of the neutral arbitrator will be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses other than District's employees, transcripts, and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

g. Prior to the hearing by an arbitrator, a representative of the District and a representative of SEIU Local 721 will attempt to prepare a joint submission statement setting forth the issue(s) which will be submitted to the arbitrator. In the event the District and SEIU Local 721 cannot jointly agree on a submission statement, each party at the hearing may present its own submission statement to the arbitrator in which case the arbitrator will determine the issue(s) to be resolved which shall not extend beyond those issues included in such party's submission statement.

h. The decision of an arbitrator in arbitration which involves the discharge, disciplinary demotion or suspension for more than one (1) day of a permanent full-time employee shall be binding on both parties and any employee involved. It is the desire of the parties that a written decision of the arbitrator be rendered within thirty (30) days of the date of arbitration or submission of written briefing, whichever is later. The decision of an

arbitrator resulting from any other arbitration of grievances hereunder shall be binding upon any of the parties hereto.

i. The decision of an arbitrator resulting from an arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.

In order to provide an effective procedure whereby disagreements between SEIU Local 721 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

1. SEIU Local 721

- a. Where SEIU Local 721 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, within thirteen (13) business days from the occurrence of the matter on which the complaint is based or within thirteen (13) business days of SEIU Local 721's knowledge of such occurrence, SEIU Local 721 may request in writing with four (4) copies to the District's Human Resources Manager that a meeting be held with the authorized representatives of the District who have authority to make effective recommendations for such resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.
- b. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, SEIU Local 721 shall have the right to meet the principal representative(s) of the District who have the authority to resolve

the matter. For the purposes of this provision Management’s principal representative(s) shall mean the Chief Engineer and General Manager and/or his/her designated representatives who have authority to resolve the matter. Except by mutual agreement, persons who represented the District at the first step meeting will not be designated to represent the District at the second step.

- c. Within ten (10) business days after the meeting, Management’s principal representative shall respond to SEIU Local 721 in writing setting forth Management’s decision including the reasons.
- d. Within ten (10) business days from receipt of Management’s written decision, if the matter is not satisfactorily resolved, the disagreement may be submitted to arbitration in accordance with the appropriate provisions of Article 22, Grievance Procedure, Section 7, Arbitration.

2. Management

- a. Where Management has reason to believe that SEIU Local 721 is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, within ten (10) business days from the occurrence of the matter on which the complaint is based or within ten (10) business days of Management’s knowledge of such occurrence, Management may request in writing with four (4) copies to SEIU Local 721’s Manager that a meeting be held with the authorized representatives of SEIU Local 721 who have authority to make effective recommendations for resolution of the matter.

Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- b. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, Management shall have the right to meet with the principal representative(s) of SEIU Local 721 who have the authority to resolve the matter. For the purpose of this provision, SEIU Local 721's representative(s) shall mean the Manager and/or his/her designated representatives who have authority to resolve the matter. Except by mutual agreement, persons who represented SEIU Local 721 at the first step meeting will not be designated to represent SEIU Local 721 at the second step.
- c. Within ten (10) business days after the meeting, SEIU Local 721's principal representative shall respond to Management in writing setting forth SEIU Local 721's decision including the reasons.
- d. Within ten (10) business days from receipt of SEIU Local 721's written decision, if the matter is not satisfactorily resolved, the disagreement may be submitted to arbitration in accordance with the appropriate provisions of Article 22, Grievance Procedure, Section 7, Arbitration.

Any of the time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 22, Grievance Procedure, of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreement arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 22, Grievance Procedure, hereof.

It is agreed and understood by the parties to this Memorandum of Understanding, that there may be up to two (2) trained and certified Stewards on each shift at each District location that employs Blue Collar Unit employees. In addition, the Joint Water Pollution Control Plant may have seven (7) trained and certified stewards for the day shift. SEIU Local 721 will not appoint an employee as a steward or alternate steward during an employee's initial probationary period or while an employee has been rated as Needs Improvement or Unsatisfactory on their most recent employee evaluation. SEIU Local 721 will provide the District's Human Resources Manager with a list of the names of employees selected as trained and certified stewards. The list shall be kept current by SEIU Local 721.

After an employee has discussed their complaint with their immediate supervisor in a sincere effort to resolve the complaint, a trained and certified Steward may spend a reasonable amount of time, not to exceed sixty (60) minutes, to promptly and expeditiously investigate, attempt to resolve and/or assist the employee in preparing and processing their grievance without loss of pay and benefits of any kind. SEIU Local 721 agrees, whenever processing of grievances is to be transacted, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. One (1) trained and certified steward may use District time to represent grievants in grievance hearings. Stewards, when leaving their work locations to process grievances, shall first obtain permission from their supervisor, as designated by Management, and inform them of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the steward will be informed when time will be made available. Such time will not be

more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to.

Upon entering other work locations, a steward shall inform the person who is designated by Management as responsible for the work location and the cognizant supervisor of the nature of their business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If such permission cannot be granted when requested, the steward will be informed when the employee will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time requested by the steward, unless otherwise mutually agreed to. Denial of permission for a steward to leave their work location or for an employee to meet with the steward will automatically constitute an extension of time equal to the delay.

SEIU Local 721 agrees that (1) a steward shall not log compensatory time or overtime for time spent performing any function of a steward and (2) only one steward will be allowed to act as the steward for a grievance, except by mutual agreement with the District's Management.

Except as provided in Article 7, Work Schedules, Section 4, Management will not transfer a steward to a different work location without approval of the steward or SEIU Local 721 unless there no longer is work for the steward in their classification at their work location.

Management will furnish adequate bulletin board space to SEIU Local 721 at work locations where employees represented by SEIU Local 721 work. Such bulletin board space will be accessible to all employees.

The bulletin board space will be used only for the following subjects:

- a. SEIU Local 721 recreational, social and/or related news bulletins;
- b. Scheduled SEIU Local 721 meetings;
- c. Information concerning SEIU Local 721 elections or the results thereof;
- d. Reports of official business of SEIU Local 721 including newsletters, reports of SEIU Local 721 committees or the SEIU Local 721 Board of Directors; and
- e. Any other written material which first has been approved by the District's Human Resources Manager or his/her designated representative.

SEIU Local 721 and the District agree that the District's bulletin boards will not be used to post material which might reasonably be construed as libelous to the District, or its employees.

A copy of all postings will be submitted to the District's Human Resources Manager or his/her designated representative for their information prior to or as soon as it is posted.

It is agreed that SEIU Local 721 dues and such other deductions as may be properly requested and lawfully permitted, except for fines and special assessments, shall be deducted, in accordance with the provisions of applicable state law, monthly from the salary of each employee covered hereby who files a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to SEIU Local 721 within thirty (30) days after the conclusion of the month in which said dues and deductions were made.

It is further understood and agreed that Management shall not be required to deduct said dues and other deductions, or remit same to SEIU Local 721, when any employee covered hereby, who has previously authorized such deductions, requests in writing that all or any portion of the deductions previously authorized be canceled as outlined in Section 1 below.

Section 1. Voluntary Authorizations

SEIU Local 721 shall notify the District of each employee who has submitted a written authorization. Such authorization shall continue in effect unless revoked in writing by the employee. Any revocation by the employee shall comply with the terms of the SEIU 721 written authorization, which the District shall honor. If the employee complies with the terms of the SEIU Local 721 written authorization, such revocation shall be in accordance with the written authorization.

SEIU Local 721 certifies that it has and will maintain individual employee authorizations. SEIU Local 721 shall not be required to submit to the District a copy of the employee's written authorization unless a dispute arises about the existence or the terms of the written authorization.

Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to SEIU Local 721; and the District shall forward any employee requests it receives to SEIU Local 721. SEIU Local 721 shall be wholly responsible for processing these employee requests.

Section 2. Indemnification Clause

SEIU Local 721 agrees to indemnify and hold the District harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Authorized SEIU Local 721 staff representatives will be given access to work locations during working hours solely for the purpose of conducting investigations of and processing of grievances, observing working conditions, posting bulletins on bulletin boards, and all related matters. A SEIU Local 721 representative desiring access to a work location hereunder shall state the purpose of their visit and request authorization from the District's Management representative who is responsible for the work location unless the parties mutually agree to waive notice. The District may require SEIU Local 721 representatives to identify employees they plan to contact, the approximate length of the visit and specific locations to be visited.

SEIU Local 721 shall give the District's Management six (6) copies of a written list of all authorized SEIU Local 721 staff representatives, which list shall be kept current by SEIU Local 721.

Access to work locations will only be granted to representatives on the current list.

SEIU Local 721 agrees that its staff representatives will not interfere with operations of the District or any facility thereof.

The purpose of this article is to address the requirements of AB 119. The District currently has an onboarding process on an employee's first day of hire. This is scheduled on Mondays, or Tuesdays if a Holiday falls on a Monday. The onboarding process only occurs if a new employee starts that day. The onboarding process is held at the Joint Administration Office in Whittier. However, employees assigned to remote sites (e.g. Tulare Lake Compost) shall participate, including the presentation by SEIU, Local 721, via web conference. The District reserves the right to change the location of the onboarding process.

It is agreed that no more than one steward, may attend the onboarding process. Paid release time is not applicable for this activity. The representative may speak to the assembled employees at the beginning of the onboarding process for no more than 30 minutes. The "beginning" of the onboarding process shall mean prior to the District presentation and not necessarily before any other union.

The District will not guarantee the availability of media for the presentation (e.g. PowerPoint) but will allow SEIU, Local 721 to use such media if it is available. Should the representative arrive late, the District may require the representative to wait until the end of the onboarding process to speak to the assembled employees.

Employees represented by SEIU, Local 721, are required to remain in the room during the presentation by SEIU, Local 721. No representative of management shall be present during the presentation by SEIU, Local 721.

The District shall provide ten (10) days advance notice if any unit employees will be at any given onboarding process, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. SEIU, Local 721, may contact the District the business day prior to confirm if there are employees in the unit scheduled to attend the onboarding process. SEIU, Local 721 understands that, due to the nature of the District's operations, employees may be rescheduled to attend a later onboarding process and SEIU, Local 721 will be notified.

The District shall include in their new hire packet and distribute during the onboarding process: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative(s). These materials will be provided in advance to the District by SEIU, Local 721.

In the event the District eliminates the onboarding process, SEIU, Local 721 may have access to the remaining orientation (the orientation that occurs in alternating months: January, March, May, July, September and November) and the provisions outlined above will apply.

Management agrees to permit one (1) employee in the Unit, designated by SEIU Local 721 as a spokesperson for the Unit, time off with pay to attend meetings between SEIU Local 721 and Management where the subject of such meetings involves basic issues affecting employee relations concerning the entire Unit or most of the Blue Collar employees in one or more of the following organizational units:

- a. Solid Waste Management Department;
- b. Treatment Plant Operations Section;
- c. Sewer System Maintenance Section;
- d. Treatment Plant Maintenance Section; or
- e. Power Plants

When the subject of a meeting involves both the Sewerage and Solid Waste Management Departments, two (2) employee representatives, one from each department, may attend the meeting without loss of pay.

The name of the employee(s) so designated will be provided in writing by SEIU Local 721 to Management. SEIU Local 721 agrees that the employee(s) designated shall not log nor be entitled to overtime for the time spent pursuing activities allowed under this Article.

Upon request, a committee comprised of five (5) Blue Collar Unit employees, one (1) SEIU Local 721, a representative and at least one (1) District representative, will meet as needed but no more frequently than four times a year, to discuss issues related to the Blue Collar Unit. The parties may agree to meet more frequently to address matters that both parties agree constitute an emergency.

Upon request by SEIU Local 721, a representative of the Districts and SEIU Local 721 and three (3) District employees from the Blue Collar Unit will meet to discuss changes in Worker's Compensation laws.

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the District's Collective Committee for determination, neither SEIU Local 721 nor Management, nor their authorized representatives, will appear before the Boards of Directors or work with members of the Boards of Directors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding.

It is further understood that this Article shall not preclude the parties from appearing before the Collective Committee nor meeting with individual members of the Boards of Directors to advocate or urge the approval of this Memorandum of Understanding in its entirety and the enactment of amendments to the District's resolutions necessary to implement this Memorandum of Understanding.

Section 1. Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

Section 2. Modifications

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify SEIU Local 721 indicating the proposed change prior to its implementation. If SEIU Local 721 wishes to consult or negotiate with Management regarding the matter, SEIU Local 721 shall notify Management within five (5) business days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management.

Where Management makes such changes because of the requirements of law, including ordinances adopted by the District's Board of Directors, the District shall not be required to negotiate the matter of compliance with such law. However, the SEIU Local 721 does not waive any rights under PERB and MMBA.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify SEIU Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees at a work location, where the subject matter of the change directly affects the wages, hours and other terms and conditions of employees in the Unit, and where SEIU Local 721 within the time limits provided requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours, and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, or if an impasse is reached in the negotiations, such impasse may be submitted by either party to fact-finding.

Failure by SEIU Local 721 to request consultation or negotiations, pursuant to Section 2, shall not be deemed as approval of any action taken by the District.

Section 3. Waiver

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be

Article 31

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

required, to negotiate with respect to any matter covered herein or with respect to any other matters during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by District No. 2 Board of Directors.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

For purpose of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be the District's Chief Engineer and General Manager or their duly authorized representative {Address: 1955 Workman Mill Road, Whittier, California 90601. Telephone number: (562) 699-7411 or (562) 685-5217}.
- b. SEIU Local 721's principal authorized agent shall be the Executive Director or his/her duly authorized representative {Address: 1545 Wilshire Blvd., Los Angeles, California 90017. Telephone number: (213) 368-8660}.

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable laws and federal and state regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby. However, the SEIU Local 721 does not waive any rights under PERB and MMBA.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU Local 721

COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY

APPENDIX A

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

ALCOHOL AND DRUG ABUSE POLICY

EFFECTIVE JULY 1, 1997

I. Purpose and Scope

- A. The purpose of this policy is to amend the current Districts' standards and procedures for dealing with employee alcohol and drug abuse.
- B. Alcohol and drug abuse may pose safety and health risks to the user and others, have a negative impact on work efficiency and result in danger to or loss or damage to equipment, property and lives.
- C. In order to provide a safe, healthful and efficient work environment, the Districts require its employees to report for work fit to perform their job duties.
- D. Refer to Appendix B for the drug and alcohol testing requirements for District employees subject to the United States Department of Transportation and United States Coast Guard regulations.
- E. To this end the Districts have established the following amended policies and procedures to assist in dealing with employee alcohol and drug abuse.

II. Definitions

- A. "Alcohol" means beer, wine and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol include use or possession of any beverage, mixture or preparation containing ethyl alcohol.
- B. "Drug" means any substance, other than alcohol, that has known mind or function-altering effects on a person, specifically including psychoactive substances and including, but not limited to, substances prohibited or controlled by California and federal controlled substance laws, excluding drugs prescribed by a physician or purchased over-the-counter and used as directed.

- C. “Drug and/or Alcohol Testing” is a two step process. The initial screening is performed by immunoassay testing. The confirming test will be performed by gas chromatograph/mass spectrometry.
- D. “Medical Review Officer” or “MRO.” A licensed physician responsible for receiving and reviewing laboratory results generated by this policy, who has appropriate training to interpret and evaluate positive test results.
- E. “Observer” is a person who notices or perceives a behavioral, physical or mental characteristic which leads the person to believe an employee is under the influence or impaired by drugs and/or alcohol. More than one observer is not required, but whenever possible two (2) observers will be sought and they will separately complete an observer’s report form.
- F. “Possess” means to have on one’s person or in one’s personal effects or under one’s control.
- G. “Under the influence” or “impaired” means that an employee is affected by a drug or alcohol or the combination of a drug and alcohol. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of use, influence and/or impairment can be established by a professional opinion, urine, blood or any other commonly used scientific valid tests, or in some cases, by a lay person’s opinion.

III. Types of Testing

A. Pre-employment Testing

The Districts will test job applicants as part of the pre-employment medical examination in order to identify those applicants whose current use of drugs could interfere with their prospective job performance.

1. All applications for employment will contain a statement advising applicants that the selection procedure includes taking and passing a pre-employment medical examination, which includes testing for the presence of drugs.
2. Applicants who are referred for a pre-employment examination will be required to sign consent forms authorizing the substance screening test and the release of the test results to the Districts.

3. Any applicant who refuses to sign the consent form or to submit to testing will not be further considered for employment.
4. Test results are confidential and will not be released except to appropriate Districts' personnel, the applicant upon request, pursuant to a court order, or as otherwise required by law.
5. Testing will be conducted using either a urine or blood sample.
6. The test procedure will allow for individual privacy unless, in the determination of the collector, or the MRO, there is reason to believe that the applicant may alter or substitute the specimen.
7. The confirming test will be done using gas chromatograph/mass spectrometry.
8. Screening test analysis on the first aliquot of the sample to be tested which results in a positive indication of the presence of drugs will automatically require a confirming analysis on a second aliquot.
9. Where the analysis of the second aliquot results in an indication of the presence of a drug, the applicant will not be considered for employment.
10. Applicants who are taking medication prescribed by a physician will have so indicated on the examination form and any positive indications related to the prescribed presence of that medication will not in and of itself prohibit employment.
11. A negative dilute is considered a negative result and a retest will not be needed unless recommended by the MRO. A positive dilute is considered a positive test result. A test that is cancelled by the laboratory, for any reason, will require immediate retesting.
12. Urine alcohol can reflect blood alcohol concentration 12-24 hours prior to sample collection. The results of urine alcohol testing may not be subject to review by the MRO. Notwithstanding, a positive result for alcohol using a urine sample will be considered a positive result. The quantity (in g/dL) will be divided by 1.3 to determine the equivalent blood level. For example, a quantity of 0.108 g/dL is the equivalent of .083% blood level and would be considered a positive result.

B. Reasonable Suspicion Testing

In order to assure compliance with the Districts' policy concerning alcohol and drug use and as a condition of employment, employees are required to cooperate in drug and/or alcohol substance abuse testing procedures. Such tests may be administered upon reasonable suspicion, as determined by a supervisor or manager with completion of the Observer's Report Form, that an employee is currently under the influence of or impaired by drugs and/or alcohol. The employee who is believed to be under the influence of or impaired by drugs and/or alcohol will be transported by the Districts to the medical facility which will collect the blood or urine sample.

1. When observer(s) have reason to believe an employee is under the influence of drugs or alcohol, the employee will be subject to drug or alcohol testing. The basis for reasonable suspicion testing must be documented by the use of the Observer's Report Form.
2. Test results are confidential and will not be released except to appropriate Districts' personnel or as required by law.
3. An employee taken for a drug test may be relieved of work duties for the remainder of the work shift. The employee shall be placed on paid administrative leave pending the test results. If the results are negative, the employee shall immediately return to the worksite. If the results are positive, paid administrative leave will immediately cease and the employee must comply with Section IV.C below.
4. Testing will be conducted using a urine and/or blood sample.
5. The test procedure will allow for individual privacy unless, in the determination of the collector, or the MRO, there is reason to believe that the applicant may alter or substitute the specimen.
6. Screening test analysis on the first aliquot of the sample to be tested which results in a positive indication of the presence of drugs or alcohol will automatically be subject to a confirming analysis on a second aliquot.
7. A negative dilute is considered a negative result and a retest will not be needed unless recommended by the MRO. A positive dilute is considered a positive test result. A test that is cancelled by the laboratory, for any reason, will require immediate retesting.

C. Post Accident Testing

Tests for the presence of alcohol and drugs will be conducted on an employee involved in a fatal accident, vehicular accident, equipment accident (e.g. forklift, dozer, etc.), or an industrial injury accident which requires treatment (not first aid) by a physician. For post-accident testing that does not involve a work injury, the employee being tested shall be paid for all time spent at the testing location, traveling to the testing location, and returning to their work location, including any applicable overtime. For post-accident testing that involves a work injury, the employee will not be compensated separately for alcohol and drug testing conducted at the same location; however, should the employee be required to travel to another facility for the sole purpose of alcohol and drug testing, the time will be compensated as described above, including any applicable overtime, for post-accident testing that does not involve a work injury.

1. Test results are confidential and will not be released except to appropriate Districts' personnel.
2. Testing will be conducted using a urine and/or blood sample.
3. The test procedure will allow for individual privacy unless, in the determination of the collector, or the MRO, there is reason to believe that the applicant may alter or substitute the specimen.
4. Screening test analysis on the first aliquot of the sample to be tested which results in a positive indication of the presence of drugs or alcohol will automatically be subject to a confirming analysis on a second aliquot.
5. A negative dilute is considered a negative result and a retest will not be needed unless recommended by the MRO. A positive dilute is considered a positive test result. A test that is cancelled by the laboratory, for any reason, will require immediate retesting.

IV. Coverage, Consent and Consequences

- A. Any employee who performs services for the Districts on or after the effective date of this policy shall be covered by this policy and shall be deemed to have consented to testing as required by this policy and consent is implied by the performance of such services.

- B. Any employee who is found to test positive for the presence of a drug or alcohol or who refuses to cooperate in any aspect of implementation and enforcement of this policy, or who is in possession of drug paraphernalia or possession of alcohol or drugs on District property is in violation of this policy and shall be subject to disciplinary action.
1. The first offense will result in the employee being placed on a Plan of Improvement not to exceed six (6) months which provides for periodic, random testing and a ten (10) day disciplinary suspension.
 - 1a. Marijuana only – If the employee tested positive for marijuana, a positive result for marijuana from a sample taken within forty-five (45) days of the original positive sample, will not be considered a positive result. However, if the employee tests positive for marijuana and then tests positive for another substance (e.g. cocaine), it will be considered a positive result.
 2. A second incident of being in violation of this policy will result in termination of Districts' employment.
- C. Any employee who is found to test positive for the presence of a drug or alcohol or who refuses to cooperate in any aspect of implementation and enforcement of this policy must test negative before returning to work. The employee must use one of the Districts approved sites for drug and alcohol testing. Employees must use full pay sick leave or vacation for the time they are away from work waiting for the negative test result. If they employee does not have full pay sick leave or vacation the employee will be allowed to use authorized absence without pay. Under all circumstances, the employee will have a maximum of three (3) months from the date of the original positive test to obtain a negative test. If the employee does not obtain a negative test within three (3) months of the date of the original positive test, the employee may be terminated.
- D. Employees are strongly encouraged to avail themselves of the Employee Assistance Program before disciplinary action is taken.
- E. Any employee who refuses to cooperate in any aspect of the implementation and enforcement of this policy, including the drug and alcohol testing process described in this policy, shall be subject to discipline as provided in Section IV of this policy. If an employee refuses to be tested or alters or attempts to alter the test sample, then such actions shall be treated as a positive test. Test refusals include but are not limited to:

1. Failure to appear for a test in the specified time frame.
 2. Once the test is underway, failure to remain at the testing site until the process is completed.
 3. Failure to provide blood and/or urine without a valid medical explanation.
 4. Failure to permit the observation or monitoring of specimen donation when so required.
 5. Failure to take an additional test as recommended by the MRO.
 6. Failure to cooperate with any part of the testing process.
 7. A drug result that is verified by the MRO as adulterated or substituted.
 8. Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
 9. Tampering, adulterating, or substituting the specimen.
- F. If a positive test is before an arbitrator as part of the grievance process, an arbitrator is not permitted to overturn the medical judgment of the MRO that the employee failed to present a legitimate medical explanation for a positive, adulterated, or substituted test result of his/her specimen. The MRO has sole authority to make the medical determination leading to a verified test result.
- G. The Districts will notify the employee in writing of the results of any test that is positive for any substance tested for under the procedure. In the case of a positive result, the District will provide the employee with an opportunity to explain the presence of the identified substance prior to taking any disciplinary action.
- V. Alcohol and Drug Possession and Use Prohibited
- A. The Districts prohibit the unlawful use, possession, transportation, manufacture, distribution, dispensation, promotion, or sale of drugs, drug paraphernalia, simulated or designer drugs while assigned to perform services for the Districts or while on Districts' property, including Districts' parking lots and vehicles, or while wearing a Districts' uniform.
- B. No employee may report for work or remain on duty while under the influence of alcohol or drugs or other substance which affects or has the

potential of affecting work performance alertness, coordination, response time, or the safety of the employee or others.

VI. Reporting Requirements - Use of Prescription and/or Over-the-Counter Drugs

- A. Any employee who is using a prescribed or over-the-counter drug (e.g., muscle relaxants, pain medication, antidepressants) and has reason to believe or feels that the use of any such medication may affect his or her ability to perform his or her job duties safely and/or efficiently is required to report such drug use to his or her supervisor. The Districts retain the right to have the employee submit a statement from a physician regarding his or her ability to work.
- B. Any supervisor who has been informed by an employee, or has reason to believe that an employee is using a prescribed or over-the-counter drug that may affect the employee's ability to perform his or her job duties safely and/or efficiently shall report such information to the Human Resources Manager who in turn may consult with appropriate managers, the treating medical practitioner or a physician designated by the District. Information concerning an employee's use of prescribed drugs shall be considered confidential to the maximum extent permitted by law and business needs.
- C. In those circumstances where the use of a prescribed or over-the-counter drug is inconsistent with the safe and efficient performance of duties, an employee may be required to take sick leave, a leave of absence, or be subject to other action determined to be appropriate by the Human Resources Manager or his/her designated representative.

VII. Relationship of Alcohol and Drug Abuse Policy to Employee Assistance Program

- A. The Districts' Employee Assistance Program provides help to employees who have alcohol, drug, personal or emotional problems. Employees are encouraged to seek assistance from the Employee Assistance Program before alcohol and drug problems lead to disciplinary action.
 - 1. If an employee voluntarily identifies himself/herself as a user of a controlled substance or an abuser of alcohol, the Districts will not initiate disciplinary action for one week while the employee locates, enrolls or participates in a detoxification, rehabilitation program or counseling through an approved treatment program.

2. Upon completion of the approved treatment program the employee must provide results of a drug and/or alcohol test demonstrating that the employee is drug and alcohol free.
- B. Once a violation of this policy occurs, subsequent usage of the Employee Assistance Program on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.
 - C. Accordingly, the purposes and practices of this policy and the Employee Assistance Program are not in conflict and are distinctly separate in their applications.

VIII. Legal Marijuana

- A. On January 1, 2018 Proposition 64, also known as the Adult Use of Marijuana Act, legalized the retail sale and recreational use of marijuana for adults 21 years old and older in the state of California. The passage of the act creates a significant change in current law, however, policies will not change in the workplace. Proposition 64 explicitly states that there are no provisions that restrict “the rights and obligations of public and private employers to maintain a drug and alcohol free workplace and does not require an employer to permit or accommodate the use, consumption, possession, transfer, display, transportation, sale, or growth of marijuana in the workplace, or affect the ability of employers to have policies prohibiting the use of marijuana by employees and prospective employees, or prevent employers from complying with state or federal law.” In addition, marijuana is still considered an illegal controlled substance (Schedule 1) under federal law, cannot be prescribed, and is not an over-the-counter drug.
 1. Employees may not come to work under the influence of marijuana and will be subject to disciplinary action up to and including termination of employment as specified in this policy.
 2. The California Supreme Court ruled that employers have a right to drug test and discipline employees who test positive for marijuana regardless of medical use. More recently, in 2012, the ninth Circuit similarly held that the Americans with Disability Acts do not offer job protection for medical marijuana users because marijuana is an illegal substance under federal law. Therefore, employees may not come to work under the influence of marijuana even if it is being used for a specific medical condition.

3. Employees may not bring marijuana to any Districts' worksite or have it in their possession on the work premises or in a work vehicle.
4. Employees who test positive for marijuana will be subject to disciplinary action, up to and including termination of employment in accordance with this policy.
5. Employees should be aware that a person can test positive for marijuana for days or even weeks after using it. Employees may want to consult with a medical professional if there are additional questions. As stated, employees who test positive will be subject to disciplinary action, up to and including termination of employment as specified in this.
6. The passage of the law does not allow smoking or ingesting marijuana in public places or while driving.
7. The passage of the law does not change the ability of employers to screen applicants or test current employees due to reasonable suspicion and/or following a vehicle or work-related accident. California courts continue to uphold and employer's right to discipline up to and including termination for testing positive for marijuana.

OBSERVER'S REPORT FORM

The observer should use this checklist when an employee is being referred for drug and alcohol testing.

Employee Name _____

Work Site _____

Date and Time of Observation _____

Location of Observation _____

Check all of the descriptors that apply to the employee. Briefly describe in the Remarks Section what the employee said or did that led you to believe the employee should undergo evaluation. Leave blank those factors which do not apply to the employee's conditions.

ACCIDENT Yes No Time _____ Location _____

Describe _____

BEHAVIORAL - Abnormal to the employee's typical behavioral patterns

- Overactive or boisterous
- Quick tempered
- Exerts violent behavior
- Lethargic
- Fighting
- Agitated or restless
- Inappropriate laughter

- Crying
- Non-reactionary
- Obsessive behavior
- Exerts physical violence on self, others and/or property
- Other: _____
- _____

PHYSICAL - Abnormal to the person's typical physical patterns

- | | |
|--|---|
| <input type="checkbox"/> Slurred speech | <input type="checkbox"/> Abnormal appearance |
| <input type="checkbox"/> Bouncing of eyes | <input type="checkbox"/> Discoloration of skin |
| <input type="checkbox"/> Dilated or restricted pupils | <input type="checkbox"/> Physically partakes of drugs or
has paraphernalia on person |
| <input type="checkbox"/> Stumbling, tripping or staggering | <input type="checkbox"/> Odor of alcohol |
| <input type="checkbox"/> Shakes or trembles | <input type="checkbox"/> Bloodshot eyes |
| <input type="checkbox"/> Abnormally poor eye-hand coordination | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Talks faster than normal or rambles | _____ |
| <input type="checkbox"/> Vomiting | _____ |
| <input type="checkbox"/> Asleep | |

MENTAL - Abnormal to the person's typical mental thought patterns

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Unable to perform simple routine tasks | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Confused or not understandable | _____ |
| <input type="checkbox"/> Withdrawn | _____ |

REMARKS: What led you to believe that this employee should have a drug and alcohol test?

Observer's Signature

Date/Time

Additional observer signatures (if applicable) are below:

Alcohol and Drug Testing Thresholds

Substance	Initial Screening Immunoassay Testing ¹	Confirming Test Gas Chromatograph/MassSpectrometry
Amphetamine/ Methamphetamine	500 NG/ML	250 NG/ML
Cocaine	150 NG/ML	100 NG/ML
Marijuana	50 NG/ML	15 NG/ML
Phencyclidine (PCP)	25 NG/ML	25 NG/ML
Opioids		
Morphine/Codeine	2000 NG/ML	2000 NG/ML
Hydrocodone/Hydromorphone	300 NG/ML	100 NG/ML
Oxycodone/Oxymorphone	100 NG/ML	100 NG/ML
MDMA/MDA	500 NG/ML	250 NG/ML
6-Acetylmorphine	10 NG/ML	10 NG/ML
Alcohol (Safety Sensitive)	≥ .02: Placed off duty for 24 hours Confirming Test Required ≥ .04: Positive results in discipline and may require rehabilitation	
Alcohol (non-Safety Sensitive)	.08% blood level	- - -

Date: _____

MEMO TO: _____

FROM: _____

SUBJECT: Refusal of Offer of Transportation

Your supervisor has determined that you are unfit to continue to work. To ensure your safety and the safety of others, the Districts will provide you with a ride or transportation to your home. The offer of transportation was made at _____ a.m./p.m. on _____.

You have indicated that you are refusing to accept the Districts' offer of transportation. If you continue to refuse, you do so at your own risk and the Districts will not be held responsible for your actions.

Witness' Signature

Witness' Signature

APPENDIX B
COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
ALCOHOL AND DRUG ABUSE POLICY

I. Purpose and Scope

- A. Pursuant to Omnibus Transportation Employee Testing Act of 1991, the United States Department of Transportation (DOT) and the United States Coast Guard have been directed to strengthen efforts for detection of alcohol and drug abuse by employees engaged in safety-sensitive positions in land, sea and air transportation.
- B. The DOT regulations cover Districts employees who operate commercial motor vehicles. Therefore, employees whose positions require them to have a Class A or Class B driver's license are covered by these regulations.
- C. The DOT regulations also cover Districts employees whose positions require them to operate marine vessels on the seas.
- D. If any part or provision of this policy is in conflict or inconsistent with the DOT regulations that cover Districts employees who operate commercial motor vehicles, the provisions of the DOT regulations shall prevail and be applied.

II. Definitions

- A. "Blood Alcohol Concentration" (BAC) means the number which expresses the level of alcohol in the bloodstream. In this document, BAC is expressed as a percentage.
- B. "Blood Alcohol Technician" (BAT) means a person who is trained and qualified to administer tests for the presence of alcohol using an EBT.
- C. "Commercial Drivers License" (CDL) means a Class A or Class B driver's license issued by the State of California as used in this policy.
- D. "Commercial Motor Vehicle" (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations of 49 CFR 172 (F).

- E. “Covered Employee” means any person who operates equipment requiring a CDL while driving on public streets. This includes an applicant for employment in the covered classifications.
- F. “Evidential Breath Testing” (EBT) means testing for the presence of alcohol in an individual’s system so as to meet certain standards of evidence. It is also used to describe devices which measure the concentration of alcohol in a person’s breath. An EBT can produce a printed record of the test result.
- G. “Safety-sensitive functions” are: (1) all time at a plant, facility, or Districts property waiting to be dispatched, unless the driver has been relieved from duty by the Districts; (2) all time spent at the driving controls of a commercial vehicle; and (3) all time spent performing the driver requirements associated with an accident.
- H. “Safety-sensitive transportation position” means any position which includes the duties of driving or operating a CMV which requires the possession of a CDL or duties operating a marine vessel which requires a U.S. Coast Guard ocean operator’s license. Such position may be designated as full-time, part-time, permanent or temporary.
- I. “Substance abuse” means alcohol or drug usage, other than that prescribed by a physician for treatment of a medical condition, which is detectable by the testing methods described herein and which causes a positive result. An individual does not have to be demonstrably “under the influence of” or “impaired” by alcohol or drugs to be in violation of this policy.

III. Alcohol Regulation and Drug Use Prohibition

- A. No employee who performs safety-sensitive transportation functions is permitted to have a BAC exceeding .02% while on duty. Such employees may not use alcohol for a minimum of four (4) hours before performing transportation duties. A confirmed positive test for the presence of alcohol exceeding .02% BAC, whether performed at the request of the Districts or as the result of a law enforcement procedure, will be considered to be a violation of this policy.
- B. No employee who performs safety-sensitive transportation functions is permitted to use illegal drugs, whether on or off duty. A confirmed positive test for the presence of drugs, whether performed at the request of the Districts or as the result of a law enforcement procedure, will be considered to be a violation of this policy.
- C. No employee who performs safety-sensitive transportation functions is permitted to perform their transportation duties while taking medications prescribed by a physician which may adversely affect their work performance.

- D. Employees who refuse or test positive for alcohol or drugs are subject to the procedures outlined in Section IV of the Districts Alcohol and Drug Abuse Policy.

IV. Testing Procedures and Results

- A. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of alcohol and drugs under the following circumstances:
 1. Pre-placement: Tests for the presence of drugs will be conducted as part of the selection process. New employees, or current employees who will be promoted or transferred to a safety-sensitive transportation position, will be tested before assuming the safety-sensitive duties of the position.
 2. Reasonable Suspicion: Tests for the presence of alcohol and drugs will be conducted when an observer sees behavior or appearances which are characteristic of impairment due to alcohol or drug usage.
 3. Post-Accident: Tests for the presence of alcohol and drugs will be conducted on an employee after a vehicular accident, when the employee's performance could have contributed to the accident or any injury or fatality resulting from the accident, or a citation issued to the employee by a law enforcement officer at the time of the accident, will be evidence that the employee's performance could have contributed to the accident.
 4. Random: Tests for the presence of alcohol and drugs will be conducted on covered employees selected at random, on an unannounced basis. Testing will be unscheduled and will occur with unpredictable frequency. Testing will occur while the employee is involved in performing safety-sensitive functions.
 5. Return-to-duty: Tests for the presence of alcohol and drugs will be conducted on an employee who is returning to driving, operating or repair duties after a violation of this policy has caused the employee to be off work or restricted from performing their duties. The test results shall be negative before the employee is allowed to return to duty.
 6. Follow-up: Testing for the presence of alcohol and drugs will continue to be conducted on a covered employee who returns to driving, operating or repair duties after a violation of this policy. Follow-up tests will occur randomly, at least six (6) times during the twelve (12) months following return to duty. Testing may occur for up to sixty (60) months following return to duty.

- B. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of drugs using screening and confirming tests of urine specimens, according to the procedures specified in the Districts Alcohol and Drug Abuse Policy. However, the substances and thresholds are listed in CFR Part 40.
- C. Employees occupying or assuming safety-sensitive transportation positions will be tested for the presence of alcohol using the following procedures:
 - 1. Testing for the presence of alcohol will be performed using EBT devices approved by the National Highway Traffic Safety Administration.
 - 2. A screening test for alcohol will be conducted, and any result of less than .02% BAC will be considered a negative test. Any result of .02% BAC or greater shall require a second, confirming test.
 - 3. A confirming test will be conducted within thirty (30) minutes of the screening test. A result of .02% BAC or higher is considered to be a positive result.
- D. Positive results from tests conducted to detect the presence of alcohol and drugs will cause the following actions to be taken by the Districts:
 - 1. A result of at least .02% BAC but less than .039% from the confirming test for alcohol is cause to prohibit an employee from performing driving, operating or repair duties for a minimum of 24 hours after the test is administered.
 - 2. A result of .04% or higher from the confirming test for the presence of alcohol is cause to prohibit a covered employee from performing driving, operating or repair duties until the employee is evaluated for possible rehabilitation before returning to duty. If required, the employee must complete the rehabilitation program, be evaluated by a substance abuse professional as to the success of any required rehabilitation, and undergo a return-to-duty test with a verified negative result.
 - 3. Any positive result on the confirming test for the presence of drugs is cause to prohibit a covered employee from performing driving, operating, or repair duties until the employee is evaluated for possible rehabilitation before returning to duty. If required, the employee must complete the rehabilitation program, be evaluated by a substance abuse professional as to the success of any required rehabilitation, and undergo a return-to-duty test with a verified negative result. The substances and thresholds will be those listed in CFR Part 40 at the time of the result.

V. Coverage and Consent

- A. This policy will cover any Districts employee whose classification requires possession of a CDL, and who performs driving or operating duties or operating a marine vessel requiring a U.S. Coast Guard ocean operator's license, after the effective date of this policy. A list of covered positions is available from the Human Resources Department.
- B. Employees who perform such services for the Districts will be deemed to have consented to testing as required by this policy, and consent is implied by the performance of such services.
- C. Employees in safety-sensitive positions are covered by both the Districts Alcohol and Drug Abuse Policy and Appendix B.

VI. Pre-Placement Testing and Results

Applicants, including current Districts employees, who participate in a selection process for a safety-sensitive transportation position will be required to undergo testing for the presence of drugs as part of the pre-employment medical examination. The procedures for this testing are specified in the Districts Alcohol and Drug Abuse Policy.

VII. Reporting Requirements - Use of Prescription and/or Over The Counter Drugs

- A. Prescription drug use or over the counter drug use must be reported to the covered employee's supervisor. A supervisor who is told by an employee, or otherwise has reason to believe, that the employee is using prescription drugs which might adversely affect the employee's performance, must report the situation to management.
- B. Covered employees who are taking medications prescribed by a physician will be prohibited from driving, operating or repairing CMVs unless the prescribing physician has informed the employee that taking the medication does not adversely affect the employee's ability to drive, operate or repair CMVs.

VIII. FMCSA Clearinghouse

The Districts and all employees covered by this Section are federally mandated to comply with the reporting requirements of the FMCSA Clearinghouse under 49 CFR Part 382. This include the Districts' obligation to perform pre-employment queries for all applicants and annual queries for all employees.

Employees subject to the FMCSA Clearinghouse shall provide the necessary consent for the Districts to perform clearinghouse queries, including electronic authorization for all full queries. If an employee fails to give consent as required

under this section, then the employee is unable to perform safety-sensitive functions under federal law and the employee will be removed from duty. The refusal to provide consent shall also be considered a violation under this policy and the employee may be subject to disciplinary action, up to and including termination. It would not be considered a positive drug and/or alcohol result.

Date: _____

MEMO TO: _____

FROM: _____

SUBJECT: Alcohol and/or Drug Testing

You are directed to undergo testing for the presence of alcohol and/or drugs. Testing for the presence of alcohol and/or drugs will be accomplished through analysis of a blood or urine specimen, collected at a facility determined by the Districts. The Districts will notify you in writing of any test result which is positive for alcohol and/or drugs.

Refusal to undergo such testing will result in an automatic ten-day suspension for the first refusal, and termination from Districts service for any subsequent refusal as specified in Section IV of the Districts' Alcohol and Drug Abuse Policy.

EMPLOYEE RESPONSE

Check one:

- I have read and understand the above memo. I agree to undergo testing for alcohol and/or drugs as defined in the Districts Alcohol and Drug Abuse Policy.
- I refuse to undergo alcohol and/or drug testing as required by Districts policy.

Employee's Signature

Date

OBSERVERS' ACKNOWLEDGMENT

The above named employee has refused to undergo alcohol and/or drug testing as directed and has refused to sign this form acknowledging his/her understanding of the memo's contents and of his/her refusal.

Observers' Signature

Date